



**STATE OF TENNESSEE
DEPARTMENT OF
FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS
FOR
INFORMATION TECHNOLOGY
PROFESSIONAL SERVICES**

RFP Number: 317.03-081

July 30, 2002

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1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, intends to secure a contract for Information Technology Professional (ITPRO) Services.

The State has an ongoing need for Information Technology (IT) professionals in a variety of job classifications. The dynamic nature of this staffing need requires a flexible means of rapidly obtaining qualified personnel. The State plans to meet this need by awarding source-of-supply contracts to three (3) vendors. Once these contracts are in place, State agencies will use a structured, competitive process to obtain personnel, and the awarded vendors will compete on each Statement of Work (SOW) issued.

The evaluation process for this RFP will take into account both Technical- and Cost-related responses. In response to the Cost portion, the Proposer will price systems professionals in various job classifications, with the appropriate skill sets and levels of experience. The job classifications will be priced separately and recorded on a provided response form. These costs will be the maximum hourly unit rate the Proposer is allowed to charge for an individual in that job classification. For each project or task, vendors will compete by proposing their "best offer" unit rates, which must be less than or equal to the Unit Rates proposed in response to this RFP.

A description of the services to be provided by these personnel, the method of requesting and selecting personnel, as well as other provisions defining the working relationship, are described in this RFP and the attached pro forma contract "Scope of Services." In some cases, travel may be required; however, the State will not compensate or reimburse the Contractor for travel, meals, or lodging. In order to assist the Proposer in estimating travel expenses, the state has provided history information with regard to approximate travel expenses incurred by Contractor personnel under the current ITPRO contracts (See RFP Section 4.4).

Provided that the State receives a sufficient number of responsive proposals, three (3) Proposers will receive awards pursuant to this RFP. The State will award a Contract to the three responsive Proposers receiving the highest composite scores from the Technical and Cost Evaluations (see RFP Section 6.2.9). This will be a shared award.

1.2 Scope of Service

Section A of the *pro forma* contract, included in Section 8 of this RFP, details the scope of services and deliverables that the State requires.

The *pro forma* contract also includes the terms and conditions required by the State.

1.3 Contract Duration

The State intends to enter into a contract with an effective period of November 1, 2002, through October 31, 2004.

The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than three (3) years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

1.4 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to Section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, and Facsimile Number of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

1.5 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.6 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Buddy Lea, Director of Resource Development and Support
12th Floor, William R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243
Tele: (615) 741-7662

1.7 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	State Issues RFP	7/30/02	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	8/6/02	
3	Pre-proposal Conference	8/9/02	1:00 PM CDT
4	Deadline for <i>Letter of Intent to Propose</i>	8/14/02	
5	Deadline for Written Comments	8/19/02	
6	State Issues Responses to Written Comments	8/26/02	
7	Deadline for Submitting a Proposal <u>and</u> State Opens Technical Proposals	9/10/02	1:00 PM CDT
8	State Completes Technical Evaluations	9/24/02	
9	State Opens Cost Proposal	9/25/02	9:00 AM CDT
10	State Completes Cost Evaluations	9/26/02	
11	State Sends a written Evaluation Notice to Proposers <u>and</u> State Opens RFP Files for Public Inspection	10/1/02	9:00 AM CDT
12	Conclusion of Contract Negotiation, and Contract Signing	10/15/02	
13	Anticipated Contract Start Date	11/1/02	
14	Deadline for Performance Bond (failure to submit the performance bond as required shall result in contract termination)	11/15/02	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP.

Travis Johnson
Department of Finance and Administration
Suite 1800, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510
(615) 741-5727 telephone
(615) 741-4589 FAX
Travis.Johnson@state.tn.us

3.2 RFP Number

The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP-317.03-081

3.3 Communications Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other State employees of the procuring state agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail on the same date.
- 3.3.4 The State shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The State shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only, and if a proposer relies on said factual information it should either:
 - a) independently verify the information; or
 - b) obtain the State's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the State, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

- 3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and five (5) copies of the Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP-317.03-081 -- Do Not Open”

One (1) Cost Proposal shall be submitted to the State as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP-317.03-081 -- Do Not Open”

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

- 3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Department of Finance and Administration
Office for Information Resources
ATTN: Travis Johnson
Suite 1800, Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510

3.6 Proposal Preparation Costs

The State shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The State shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the State.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the state determines that a proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the State. Each subcontractor must be approved in writing by the State. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior, written approval from the State.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

3.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the State.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall **not** propose unrequested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

3.16 Independent Price Determination

- 3.16.1 A proposal shall be disqualified and rejected by the State if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a State employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.16.4 Should any such prohibited action detailed in Sections 3.16.1, 3.16.2, and 3.16.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.17 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

3.18 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

- 3.19.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

- 3.19.2 State agencies shall not contract with an individual who is, or within the past six months has been, an employee of the State of Tennessee. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in

which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.

- 3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

3.20 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. RFP Attachment 9.14 has been provided as an area in the RFP in which amendments, clarifications, and State responses to questions may be stored. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.21 Right of Rejection

- 3.21.1 The State reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their proposals. If a Proposer does so, the State may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.
- 3.21.4 The State reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the State. Where the State waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.

3.22 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with **Tennessee Code Annotated**, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

3.23 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and

obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.1 Joint Ventures

Proposals from joint ventures are acceptable. However, such proposal should be designed to minimize any administrative burden on the State as a result of the participation of multiple entities. Proposals from joint ventures shall clearly set forth the respective responsibilities and functions each principal to the joint venture would perform if awarded the contract. If submitting a proposal as a joint venture, the Proposer must submit a copy of the joint venture agreement(s) that identifies the principals involved as well as their rights and responsibilities regarding performance and payment. The proposal transmittal letter must be signed by all principals and include all required information. The Proposer must submit only one transmittal letter; do not submit a separate letter for each entity involved.

If the joint venture is awarded the contract, the State shall require, at a minimum, the following:

- 4.1.1 All principals to the joint venture must sign the contract with the State;
- 4.1.2 The joint venture must designate a single point of contact who shall have the authority to represent all principals in the joint venture;
- 4.1.3 The principals in the joint venture shall execute a single performance bond and if any of the principals defaults on the performance requirements, the State shall have the option of claiming up to the limit of the bond;
- 4.1.4 All principals to the joint venture shall be jointly and severally liable to the State for performance of the contract. Upon any default of a principal to the joint venture, the remaining principal(s) shall take all appropriate actions to ensure that services are uninterrupted and shall be responsible for complying with all contract requirements, at no additional cost to the State.

4.2 Pre-Proposal Conference

- 4.2.1 A pre-proposal conference for all potential Proposers is scheduled at the Pre-Proposal Conference time and date detailed in the Section 2, RFP Schedule of Events. The conference shall be held at William R. Snodgrass Tennessee Tower, 3rd floor, Multi-Media Room. The Tennessee Tower is located at 312 8th Avenue North in Nashville. Each vendor may send a maximum of three (3) representatives. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP.
- 4.2.2 The state encourages all potential proposers to attend the pre-proposal conference although attendance is not mandatory.
- 4.2.3 Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that the State may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.
- 4.2.4 The response to any question that is given orally at the pre-proposal conference is to be considered tentative and nonbinding on the State. After the conference, the official response to questions shall be published in writing. This shall ensure accurate, consistent responses to all vendors. Copies of all written questions and the State's responses shall be mailed to all

vendors submitting a *Letter of Intent to Propose*. Only the written responses from the State shall be considered official.

4.3 Location and Work Space

Most work pursuant to this RFP will be performed on-site in Nashville, Tennessee. If required, the State will provide contractor personnel with office space, access to telephones, office supplies, workstations or terminals, and connections to the relevant State LAN/WAN and/or mainframe environment.

Normal State working hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, with additional hours worked as necessary to meet project deadlines. The State project coordinator will determine the structure of the project, including tasks, milestones, deliverables, and completion dates. The Contractor will establish the number of hours Contractor personnel must work to meet the State's needs, up to, but not to exceed forty (40) hours per week. The State must provide prior written approval for Contractor personnel to work more than 40 hours per week. The State reserves the right to modify the work hours in the best interest of the project.

Contractor personnel will not be able to work on-site on State holidays. The State reserves the right to request on-site or off-site work, if either is deemed to be in the best interest of the project.

All State facilities are non-smoking buildings. Each building has one area designated for smoking and this is generally a loading dock, parking garage, basement, etc. Contractor personnel will be paid for time at their place of work and will not be compensated for smoke breaks, regardless of duration. Contractor personnel will make arrangements for accounting for this time with their respective State project coordinator.

4.4 State Will Not Reimburse Travel Expenses

The State will not compensate or reimburse the Contractor for travel, meals, or lodging expenses incurred by Contractor personnel in the performance of their duties pursuant to this RFP. In preparing its Cost Proposal response to this RFP, the Proposer may find relevant the following historic data: approximate travel expenses that were incurred by Contractor personnel in the following Job Classifications during calendar year 2001, including the number of personnel that incurred these expenses, and the total number of personnel that were in that Job Classification:

Job Class.	Total Travel Expenses for this Job Class. for Calendar Year 2001. (Approximate)	Number of Personnel That Traveled during 2001 (Approx.)	Total Number of Personnel in Job Class. (Approx.)
Advanced Network Administrator	\$4,813	6	24
Advanced Programmer Analyst (Client Server/Micro)	\$887	3	35
Advanced Programmer Analyst (Mainframe)	\$212	3	45
Advanced Programmer Analyst (Web-Based Technologies)	\$105	1	16
Business Analyst II	\$2,599	4	11

Desktop Support	\$30,078	14	17
Help Desk Representative	\$4,670	8	7
Network Administrator	\$330	2	3
Project Manager	\$284	2	18
System Analyst	\$1,408	1	45

4.5 Disaster Recovery/Emergency Provision of Personnel

In the event of an emergency situation or the need to invoke Disaster Recovery procedures, and at the request of the Office for Information Resources CIO, Deputy CIO, or Executive Director of Operations and Infrastructure Support, the State reserves the right to use the ITPRO contracts to obtain required emergency response team personnel. The State may do one or both of the following:

- a. Reassign existing ITPRO personnel, within their areas of Job Classification expertise, to emergency response teams.
- b. Verbally request new ITPRO personnel, in any of the Job Classifications, from one or more of the ITPRO Contractors. These personnel would be promptly assigned to emergency response teams. In this event, the State will execute after the fact an SOW and MOU with the company or companies in question to enable payment, which will be up to, but not to exceed, the Service Rate for the Job Classification in question. The choice of vendor in this event is entirely at the State's discretion. The State expects this to be a very rare occurrence.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.
- 5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.
- 5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- I. Proposal Transmittal Letter;
- II. Mandatory Proposer Qualifications;
- III. General Proposer Qualifications and Experience;
- IV. Technical Approach; and,
- V. Detailed Documentation of Proposer Financial Resources.

If a proposal fails to detail and address each of the requirements detailed herein, the State may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.
- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least One Hundred Eighty (180) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the State prior to the use of any subcontractors.)
- 5.2.1.6 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- 5.2.2 Mandatory Proposer Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

- 5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section 8 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)
- 5.2.2.2 written certification and assurance of the Proposer's compliance with:
- a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;

- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

(Use RFP Attachment 9.1, Certification of Compliance)

5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:

5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing

5.2.2.3.2 two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business; in lieu of such, documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months, and

5.2.2.3.3 written confirmation that upon execution of a contract resulting from this RFP, the Proposer, as Contractor, will provide a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000).

5.2.3 General Proposer Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:

5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP;

5.2.3.2 a brief description of the Proposer's background and organizational history;

5.2.3.3 years in business;

5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP;

5.2.3.5 location of offices;

5.2.3.6 a description of the Proposer organization's number of employees, longevity, client base;

5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years (if so, an explanation providing relevant details);

5.2.3.8 form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);

5.2.3.9 a statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;

- 5.2.3.10 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP;
- 5.2.3.11 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.3.12 a statement as to whether there is any pending investigation(s) with the Securities Exchange Commission involving the Proposer; and if such investigation(s) exists, an explanation providing relevant details. Also, attach an opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP;
- 5.2.3.13 An organizational chart highlighting the key people who shall be assigned to manage the personnel called for in this RFP — it should illustrate the lines of authority and designate the individual that will serve as the main vendor contact for the provision of ITPRO services pursuant to this RFP;
- 5.2.3.14 Proposer Experience References.
 - 5.2.3.14.1 A list of the three (3) largest clients the Proposer is currently serving, or has served within the past three [3] years). Higher scores will be given for experience reflecting services the same as or similar to those requested in this RFP. For each client, include:
 - a) Client name, address, and telephone number. In the case of known mergers or acquisitions, provide current name, address, and telephone number.
 - b) Description of service provided.
 - c) Maximum number of staff on-site with the client.
 - d) Time period of the project and/or contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 95 -- March 96"). Do not state this as a length of time (e.g., "two years"), without start and end dates.
 - e) For each client, provide contact information for one reference. The Proposer must include the following contact information for that reference: person's name, telephone number, fax number, and e-mail address. The Proposer **must** verify the accuracy of all contact information (name, telephone number, fax number, and e-mail address) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. The State will send a reference check questionnaire to these references, and their input on the questionnaire will affect the Proposer's score.

The reference is fully responsible for the timing and content of the reference check information returned to the State. If the reference does not return the questionnaire by the date specified or fails to properly fill out the questionnaire, then scoring will proceed as if the reference information were unfavorable.

Label the reference responses above as follows: "Experience Reference # 1," followed by specific responses to 5.2.3.14.1 a) through e); "Experience Reference #2," etc.

- 5.2.3.14.2 A list, if any, of all current contractual relationships with the State of Tennessee and all those completed within the previous five-year period— the list must include:
 - a) the contract number;
 - b) the contract term; and
 - c) the procuring state agency;

- d) the State contact name and telephone for each reference.

Label the reference responses above as follows: "State Experience Reference # 1," followed by specific responses to 5.2.3.14.2 a) through d); "State Experience Reference #2," etc.

(NOTE: Current or prior contracts with the State are NOT a prerequisite to being awarded the maximum available points for RFP Section 5.2.3.14. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed pursuant to Section 5.2.3.14.1, shall be generally considered in awarding Proposer Experience References points.)

- 5.2.4 Technical Approach. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP. Label the responses as follows: 5.2.4.1, 5.2.4.2, 5.2.4.3, 5.2.4.4, and 5.2.4.5:
- 5.2.4.1 Describe how your company would rapidly respond to widely varying levels of staffing. For example, the State may not require any Contractor personnel for several weeks, and then have an immediate need for several ITPRO services personnel. Describe, in some detail, how the Proposer would meet this staffing need. If your company does not have an office or employee presence in the Nashville area, describe how you would overcome this limitation. Limit your response to 1,000 words.
- 5.2.4.2 Indicate if the process you described in 5.2.4.1, above, is currently in place, or if it would require the Proposer to institute new procedures and possibly hire additional personnel not currently on staff.
- 5.2.4.3 Describe your company's approach and methods for retaining a stable staff. Include processes you have in place for motivating your staff to perform at their maximum capability. Also, address plans you have for ensuring technical competence in a changing technological environment.
- 5.2.4.4 For each Job Classification listed in pro-forma contract Section C.3, state the total number of individuals in each Job Classification that your company currently has either "on the bench" or assigned to projects. The Proposer's response shall list thirty-three (33) Job Classifications, followed by a number (or "count") for each one.
- Do not artificially inflate this count. Do not include in this count individuals that do not meet the State's Job Classification qualifications (see Contract Attachment A) or with which your company has no current, direct working relationship. For example, do not count individuals who appear on national or public job bank databases, accessible to all vendors and/or the general public.
- 5.2.4.5 For each Job Classification listed below, state the total number of qualified individuals you will be able to provide to the State as of the "Anticipated Contract Start Date" given in Section 2 of this RFP:
- a) Project Manager
 - b) Systems Analyst
 - c) Advanced Programmer Analyst (Mainframe)
 - d) Advanced Programmer Analyst (Client Server/Micro)
 - e) Advanced Network Administrator
 - f) Data Administration/Database Administrator
 - g) Desktop Support
 - h) Advanced Programmer Analyst (Web-Based Technologies)
 - i) Business Analyst III

- j) WAN Specialist 3
- k) WAN Security Specialist 2
- l) Voice Communication Analyst

In other words, the response must list each of the above Job Classifications followed by a number (or "count"). The personnel that make up this count must have the following characteristics:

- Available for assignment on the Anticipated Contract Start Date.
- All experience and qualifications required for each Job Classification, as described in Contract Attachment A.
- Some pre-existing agreement or relationship with the Proposer to ensure, as much as can reasonably be expected, that the individual will be available for State of Tennessee assignment on the Anticipated Contract Start Date.

Do not artificially inflate this count. Do not include in this count individuals that are under-qualified or those that have been identified only as "possibilities." For example, do not count individuals who appear on national, public, or company job bank databases, but with whom the company has no direct relationship or knowledge of availability; or individuals who are qualified, but are currently working elsewhere and have no intention of leaving their current assignment. The personnel included in the count must be qualified and ready to start on the Anticipated Contract Start Date. However, it is acceptable to include in the count those incumbents who are already currently assigned to the State in the same Job Classifications as those requested above.

Note that the above requirements are meant to solicit information for evaluation purposes and do not obligate the State to offer assignments to Contractor personnel on or following the Anticipated Contract Start Date.

5.2.5 Detailed Documentation of Financial Resources. The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.

5.2.5.1 The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months. Compiled or reviewed financial statements will not be accepted.

5.2.5.1.1 The audited financial statements must be:

- a) prepared with all monetary amounts detailed in United States currency;
- b) prepared under United States generally accepted accounting principles; and
- c) audited under United States generally accepted auditing standards.

5.2.5.1.2 The audited financial statements must include:

- a) the auditor's opinion letter;
- b) financial statements; and
- c) the notes to the financial statements.

5.2.5.1.3 A Statement **must** be included clearly describing whether or not the audited financial statements represent the financial resources of the Proposer itself or some other entity associated with the Proposer (e.g., the parent company of the Proposer). **If** these audited financial statements represent some other entity (e.g., the parent company), this statement **must also** indicate the following:

- a) the reason why audited financial statements for an entity other than the Proposer have been submitted;
- b) the relationship between the Proposer and the entity whose financial statements are being presented;
- c) information indicating whether or not the audited financial statements include the financial resources of the Proposer (e.g., such as in a consolidation); and
- d) detailed information describing the availability of the entity's financial resources for use by the Proposer.

5.2.5.2 Statement disclosing the cumulative amount of cash flows from operating activities starting with the period ending date of the most recent independent audited financial statements (presented as part of the proposal) through the closing of the most recent operating period (e.g., month, quarter, etc.) preceding the submittal of the proposal to the State. This cash flow information **must be consistent** with the reporting of the financial resources in the audited financial statements. For example, if audited financial statements were presented for an entity other than the Proposer (e.g., the parent company of the Proposer) then that entity's (e.g., the parent company) most current cash flow information must be presented. This Statement **must** indicate the following:

- a) The "entity" for which the cash flow information is being presented;
- b) the cumulative amount of cash flows from operating activities for the period as described above;
- c) whether or not these cash flows from operating activities are positive (e.g., cash provided) or negative (e.g., cash used); and
- d) a detailed explanation of the factors contributing to these cash flows (whether positive or negative).

Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.

5.2.5.3 In lieu of the documentation required by Sections 5.2.5.1 and 5.2.5.2, the Proposer may provide a letter of commitment to provide a performance bond if awarded a contract pursuant to this RFP. In which case, the State shall require that the amount of the performance bond shall be in the sum of Five Hundred Thousand Dollars (\$500,000.00). The bond shall be in form and substance acceptable to the State as detailed by Attachment 9.7 of this RFP, and provided to the State no later than November 15, 2002. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

5.3 Cost Proposal

- 5.3.1 The Cost Proposal shall be submitted to the State in a separate, sealed package from the Technical proposal.
- 5.3.2 The Cost Proposal required format is provided in RFP Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.
- 5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by RFP Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.

- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.
- 5.3.5 The proposer must sign and date the Cost Proposal.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Proposer Qualifications and Experience	35
Technical Approach	25
Cost Proposal	40

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more State employees shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- a) if it meets requirements for further evaluation;
- b) if the State shall request clarification(s) or correction(s); or
- c) if the State shall determine the proposal nonresponsive and reject it.

6.2.4 J. Allen Staley, CPA, shall provide an analysis of each proposer's detailed documentation of financial resources. The analysis may include where appropriate (but not be limited to) an examination of the Current Ratio, Quick or Acid Test Ratio; Cash Ratio, Gross Working Capital to Total Assets Ratio, and Debt to Worth Ratio. The analysis shall result in a clear, written determination provided to the RFP Coordinator regarding whether each proposer's detailed documentation of financial resources indicated apparent financial strength, stability, and resources to provide the subject scope of services as required.

If a proposer's detailed documentation of financial resources is not clearly determined to indicate apparent financial strength and resources to provide the subject scope of services as required, the Proposal Evaluation Team shall review the proposal to determine if the State shall:

- a) request clarification(s) or correction(s); or
- b) determine the proposal nonresponsive and reject it.

- 6.2.5 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the General Proposer Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals. (Refer to RFP Attachment 9.3, Technical Proposal Evaluation Format).
- 6.2.6 The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the State and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.
- 6.2.7 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.
- 6.2.8 After opening the Cost Proposals, the RFP Coordinator shall calculate scores for each Cost Proposal.
- The Cost Evaluation score shall be based on the amounts indicated in the Cost Proposal. The RFP Coordinator will derive a "Factored Cost" for each Job Classification by multiplying the "Rate" by the "Weight." These "Factored Costs" will then be added to yield the "Total Factored Cost." This amount will be used in the formula given in RFP Attachment 9.4, Cost Proposal Evaluation Format, to determine the points a Proposer shall receive for the Cost Proposal.
- 6.2.9 The RFP Coordinator shall combine the average Technical Evaluation scores with the Cost Evaluation scores for each Proposer. (Refer to RFP Attachment 9.5, Proposal Score Summary Matrix). The three (3) responsive Proposers receiving the highest combined scores for the Technical and Cost Evaluations shall be recommended for Contract award.
- 6.2.10 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (e.g., 9.99).

6.3 Contract Award Process

- 6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration.
- 6.3.2 The State reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Evaluation Notice to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. (Refer to RFP Attachment 9.6 for a sample notice).
- 6.3.4 The RFP files shall be made available for public inspection.
- 6.3.5 The State reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.
- 6.3.6 The apparent best evaluated Proposer shall be prepared to enter into a contract with the State which shall be substantially the same as the *pro forma* contract included in Section 8 of this

RFP. Notwithstanding, the State reserves the right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

- 6.3.7 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Proposer, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP and reject the proposal.
- 6.3.8 If the State determines that the apparent best evaluated Proposer is nonresponsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of 6.2.7./6.2.8., *et seq.*, above.
- 6.3.9 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

7 STANDARD CONTRACT INFORMATION ---

7.1 Contractor Registration

Contractor Registration is required of all state contractors. Proposers need not be registered with the state to make a proposal. However, all service providers with whom the state of Tennessee contracts must be registered through the Department of Finance and Administration *Service Provider Registry System* (SPRS) prior to contract approval. Any unregistered service provider must simply file a completed registration with the State prior to the final approval of a contract.

- 7.1.1 The SPRS is intended to foster the state's use of minority and small businesses and promote competition in service contracting. Through the system, state agencies will have access to ownership and service information about potential service providers. For more information, visit the SPRS Internet site at <http://www.state.tn.us/finance/rds/ocr/sprs.html> or direct questions about SPRS registration to:

Department of Finance and Administration
Office of Contracts Review
12th Floor, William R. Snodgrass Tennessee Tower
Nashville, TN 37243-1700
(615) 741-7662

- 7.1.2 This RFP details SPRS registration information only as a contract requirement notice. SPRS registrations should not be submitted with proposal materials. SPRS registration information will not be considered in the evaluation process pursuant to this RFP.

- 7.1.3 If a Proposer fails to register with the state as a service provider as required by the Department of Finance and Administration within 14 days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP.

7.2 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

7.3 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee.

7.4 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.5 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.6 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of Information Technology Professional Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

- A.1. The Contractor is to provide the State with Information Technology Professional (ITPRO) services as set forth in this Scope of Services and the State's Request for Proposal number 317.03-081 (hereinafter referred to as the "RFP"), issued on July 30, 2002, which is incorporated herein and made a part of this Contract.
- A.2. Under the terms of this Contract and at the State's request, the Contractor will provide to the State the services of the classifications of personnel listed in Contract Section C.3, below (collectively, "personnel"). These Job Classifications are further defined, with regard to minimum qualifications, in Contract Attachment A. In many cases, the Job Classification descriptions will indicate the technical expertise that will be expected of contractor personnel. However, to fit the needs of a particular project, the State may modify the technical expertise requirements of any Job Classification to include other technologies listed in the State Technical Architecture (see RFP Attachment 9.12). Note that the State reserves the right to amend this architecture throughout the term of the Contract.
- A.3. The specific roles and responsibilities of personnel shall be as defined in the Contract, RFP, and future Statements of Work (SOWs); provided, however, that the State reserves the right to amend these roles and responsibilities, as needed, to others within the required ITPRO skill sets, if this is deemed to be in the best interest of the State.
- A.4. In most cases, Personnel shall be based and shall perform their work at State-operated, maintained, and managed facilities. The State reserves the right to request on-site or off-site work, whichever is deemed to be in the best interest of the project. State project coordinators shall make task assignments to the personnel, which shall be monitored and tracked by "Contractor Account Managers," as described below.
- A.5. Contractor Account Managers. The Contractor shall assign, at its own expense, one or more Account Manager(s), to service the State's needs under this Contract. The Account Manager shall:
 - a. monitor the assignment of tasks to Contractor personnel;

- b. track performance and progress of the personnel toward the completion of the assigned tasks;
- c. monitor the quality of services delivered; and
- d. address any personnel issues that arise with regard to their Contractor personnel.

In the event that the State identifies problems with the services provided by Contractor personnel, the State shall make the Contractor Account Manager aware of the problems. The Contractor shall then act promptly to resolve the problems. If the State determines that the removal of Contractor personnel is in the best interest of the project, the Contractor Account Manager shall terminate the personnel from the State assignment and, if requested by the State, shall provide a replacement.

The Contractor agrees to maintain an adequate proportion of Account Manager(s) to assigned Contractor personnel to ensure the efficient performance of the Contract requirements.

- A.6. Commensurate with the needs of a given project, the State will provide personnel with office space, access to telephones, office supplies, workstations or terminals, and connections to the relevant State LAN/WAN and/or mainframe environment. The State shall be the sole determinant with regard to facilities, supplies, and equipment required for any given project.
- A.7. The Contractor understands and agrees that the State has executed and may execute contracts with other parties for services the same as or similar to those described herein.
- A.8. The State will request personnel as needed, in accordance with the provisions of the RFP. The Contractor agrees to make its best effort to provide personnel in the quantities requested by the State. The State will evaluate the qualifications of all individuals proposed, and will request resumes, references, and/or face-to-face interviews to aid in this evaluation. The State reserves the right, throughout the life of this Contract, to refuse any individual proposed by the Contractor for a given position.
- A.9. Personnel must meet the qualifications specified in the RFP and this Scope of Services. However, the State may waive any qualification related to the ITPRO services skill sets, if it deems this to be necessary and in the State's best interest, in order to acquire uniquely skilled personnel.
- A.10. State Not Obligated to Use Contractor Personnel. The purpose of this Contract is to establish potential sources of supply for Information Technology Professional Services personnel. However, due to the dynamic nature of projects within State government, the State cannot predict the numbers of personnel that will be required under this Contract. Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this procurement. The State is not obligated to use any of the Contractor's personnel. Throughout the term of the Contract, the State retains full control and flexibility with regard to the types, quantities, and timing of personnel usage.

As owner of this Contract, the State's Department of Finance and Administration (F&A) shall make the final determination with regard to which Job Classifications may be assigned to State agencies. If it is deemed to be in the State's best interest, Certain Job Classifications shall be restricted to F&A assignments only. In such cases, the State will notify the Contractor in writing. F&A shall also be the final determinant with regard to whether services the same as or similar to those described herein shall be provided by employees of the State of Tennessee, rather than by Contractor personnel.

- A.11. Procedures/Stipulations for Providing ITPRO Personnel.

A.11.a. Statement of Work.

The State will provide the Contractor with a Statement of Work (SOW) describing the required Information Technology Professional (ITPRO) services. The SOW will be provided in electronic format (see RFP Attachment 9.8 for a draft of this document), using an internet-based system known currently as ITPRO.02.

The SOW will be numbered to facilitate tracking and will include the following: a description of the requested work, the numbers of personnel by skill set (Job Classification), and Project Begin and End Dates. It should also be noted that many of these SOWs will be for timeframes shorter than one year, with projects of a few months not being uncommon.

The Contractor will respond to the SOW with resumes and references for candidates that meet the requirements.

For any given SOW, the Contractor shall not provide resumes, references, or set up interviews, phone or otherwise, for any of its candidates prior to submitting a formal Project Offer for that SOW.

A.11.b. Submission of Project Offer and Personnel Resumes.

Each SOW will specify the deadline for the Contractor to respond to the State's request. This time frame will be no less than six (6) business days, but it may be more at the State's discretion. Within the specified time frame--measured from the date the SOW was distributed--the Contractor must respond using the ITPRO.02 system, either affirming or denying its ability to provide the personnel in the required project time frame. During this response period, if necessary, the Contractor may seek clarifications of the work involved.

The State expects the Contractor to respond fully to each SOW, with candidate(s) for all open position(s) listed on the SOW. This is the minimum requirement. The Contractor is encouraged to supply as many individuals as possible for each position, regardless of the number the State has requested in the SOW. The State is not limited, in terms of number of assignments offered, to the number of positions originally requested in the SOW and may offer more assignments, as business needs dictate.

If the Contractor is unable to provide the personnel requested, it must record this fact in the appropriate way on the ITPRO.02 system. Failure to respond at all, failure to properly set the project offer status, a late response, or lack of resumes and references shall be deemed a denial.

Otherwise, if the Contractor is capable of providing the requested personnel, it will submit a "Project Offer," which will include the following items:

- i. Basic candidate information: Name, Social Security Number, and Date of Availability of the candidate.
- ii. Service Rate Per Hour for each resume submitted. If the SOW project dates span more than one year of the Contract term, the Contractor must provide rates for every effective year. In other words, if the SOW Project Begin and End dates lie completely within year one of the Contract term, the Contractor would only provide one hourly rate. On the other hand, if the dates begin in year one and extend into any portion of year 2, the Contractor must propose rates for both years. If the Contract has been extended to include year three, then the same rule would apply: rates must be proposed for all effective years.

Service Rates may not exceed the Service Rates originally proposed in response to this RFP (i.e., as submitted on RFP Attachment 9.2). However, the Service Rates may be less, depending on the State's requirements, nature of the job market, and candidate's abilities.

The Service Rates stated in the Project Offer, provided that they are less than those originally proposed, will apply to the SOW/MOU in question and will be used in lieu of the Service Rates stated in the Contract.

- iii. The resume(s) of the actual individual(s) proposed for the task or project in question. Each resume must include the results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. The Contractor will use standard State-supplied electronic forms (RFP Attachment 9.11) to record the results of the reference checks. At least one of these reference checks must be from a supervisor.

Project Offers submitted without resumes and reference checks will be rejected and will be considered a denial of that Contractor's ability to provide the personnel.

- iv. In response to a given SOW, the Contractor shall not submit the same individual for more than one Job Classification.

A.11.c. Evaluation of Candidates.

After the Project Offer Due Date, the State will prioritize the candidates from responsive Proposers in order, from low to high pricing. The resumes will then be reviewed.

The State will evaluate the resumes and references of submitted candidates. Assuming a given resume meets minimum SOW requirements, the State will contact the Contractor company to request an interview with the candidate. The State will attempt to conduct interviews in order from low to high pricing. However, the order in which the interviews are conducted may vary depending upon the availability of candidates for interviews. The Contractors will be responsible for setting up all interviews.

At the State's discretion, this initial interview may be conducted over the telephone. The State will attempt to pre-screen candidates over the phone. However, if the State is interested in the candidate, the State may, at its discretion, request a face-to-face interview. In this case, all expenses, travel or otherwise, resulting from such a request shall be borne by the Contractor.

The State will continue the interview process until the "best-qualified" individual is found. The best-qualified candidate will be lowest-priced candidate submitted that meets the SOW requirements. The State must have a legitimate rejection reason, directly related to one or more SOW requirements, to reject a lower-priced candidate in favor of a higher-priced one. After selecting the best-qualified candidate, the State will notify all Contractors regarding its selection.

A.11.d. Memorandum of Understanding.

After the State has selected the best-qualified candidate(s), it will develop a Memorandum of Understanding (MOU) binding the Contractor to the terms of the Contract. (See RFP Attachment 9.9 for a draft of the MOU document.) Prior to Contractor personnel beginning their assignments with the State, the requesting State agency manager, the agency's financial officer, the Office for Information Resources (OIR), and the Contractor jointly must sign the MOU.

A fully executed MOU, containing all of the above signatures, authorizes the Contractor to provide the requested services. The State will deliver to the Contractor a copy of the fully executed MOU. The Contractor must be in receipt of a fully executed MOU prior to Contractor personnel beginning work. The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed MOU.

Another important function of the MOU will be to fix the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "MOU Project Price"). This

amount cannot be exceeded without an MOU amendment. Such an amendment, if deemed necessary by the State, would increase the maximum potential compensation due the Contractor for the work in question, and possibly extend the SOW Project End Date. The Amendment will require the same signatures as the original MOU. In some cases, and at the State's sole discretion, e-mails from signatories shall suffice as approval of MOU amendments.

A.11.e. Invoicing and Payments for Services.

The services shall be provided and invoiced on an hourly basis, as used, up to the MOU Project Price stated in the MOU. After the services have been rendered, the Contractor shall invoice the State in accordance with the payment provisions of the Contract. The State uses a time accounting system known as Multitrak, which is very rigid with regard to timing, format, and content. All Contractor personnel shall be required to enter their time into Multitrak. The State shall be the sole determinant with regard to timing, format, and content of Contractor Invoices. The State will not modify its invoicing process to accommodate the Contractor's accounting system(s).

For each MOU, the State will track the expenditures against the MOU Project Price, and will inform the Contractor when expenditures are nearing this cap. It is then the State's sole option to either amend the MOU Project Price to accommodate completion of any work begun, or to allow the Contractor's MOU to expire. The State shall not be liable to pay the Contractor for any hours worked in excess of the most current approved MOU Project Price.

A.11.f. Continuity of Project Personnel.

The State encourages the Contractor to maintain continuity of personnel on projects assigned pursuant to an MOU. Continuity of personnel promotes efficiency in the performance of the SOW.

A.11.g. Double Submissions.

Two or more Contractors cannot submit the same candidate on the same Statement of Work (SOW). Each Contractor, prior to submitting an individual in response to an SOW, must obtain from that individual a signed Commitment Letter. The following rules apply:

- a.11.g.i. The letter must include the candidate's name, signature and date, and the number of the SOW in question. The SOW number is important, since it will identify the specific SOW for which this candidate is authorizing the submission of his or her resume. Blanket Commitment Letters covering multiple SOWs will not be allowed. The letter must also include some statement of the exclusive relationship that the candidate is entering into with regard to this particular SOW. The candidate must sign the letter and the signature must be dated no later than the Project Offer Due Date.
- a.11.g.ii. The Contractor company will retain this letter in its files. In the event of a double-submission, the State will request a copy of the Commitment Letter from both vendors. The submission from the Contractor that can produce a valid letter will be honored; the other Contractor's project offer will be rejected. If neither or both Contractor(s) can produce a valid letter, the candidate will be rejected.

A.11.h. Work Visas and Two-Week Notices.

The State expects candidates proposed to be ready to begin work on the Project Begin Date stated in the SOW. Historically, activities such as securing work visas and turning in two-week notices have delayed start dates. Contractors must take these sorts of delays into account when proposing candidates and only submit candidates that can begin work on the stated Project Begin Date.

A.11.i. Offer of a State Assignment/Check Availability Status.

There is a Status on the ITPRO.02 system known as "Offer Assignment/Check Availability." This Status means that the State agency's project coordinator is interested in the candidate. However, the coordinator cannot offer the assignment to the candidate prior to receiving an approval from the ITPRO Contract Administrator. This approval is granted electronically on the ITPRO.02 system. The Contractor shall not represent to their candidate that he or she has been offered a State assignment prior to receiving an e-mail from the State stating that the Contract Administrator has set the status to "Check Availability Approved."

Even after the Contract Administrator has approved the selection and set the status to "Check Availability Approved," there are several more steps that must be completed before the Contractor will have a fully executed MOU in their hands. For various reasons the MOU may not be signed. Therefore, a "Check Availability Approved" status is not a guarantee of assignment with the State.

A.11.j. Job Classification Service Rates for Optional Extension Year 3. In RFP Section 1, the State describes an option to extend the contract for an additional year, for a total Contract term of three (3) years. In response to this RFP, Proposers will only propose maximum rates for years 1 and 2, and will be evaluated on these rates alone. If the contract is extended, the maximum allowable Service Rates for year 3 will be determined as described in the pro forma contract, Section C.4.

A.12. Evaluation of Services Provided. The quality of the services provided and the progress on each State-assigned task shall, at the State's discretion, be evaluated.

A.12.a. At the State's option, an evaluation of the services provided will occur by the end of the fifth working day. If, at this time, the services provided are deemed to be unacceptable, the State will notify the Contractor, and Contractor agrees to remove the individual assigned. The State will provide such notification to the Contractor no later than the end of the fifth working day of the individual's assignment. In this event, the State will not pay for the hours worked and will not be liable to the Contractor for any costs or damages.

A.12.b. The above provisions shall be in addition to the termination provisions stated elsewhere herein.

A.12.c. The termination of an individual's assignment will not necessarily result in the termination of the MOU related to that individual.

A.13. Replacement Personnel. At the State's request, the Contractor will replace an individual that the Contractor has removed from State assignment, or that has voluntarily withdrawn, with an individual of equal or greater qualifications. The pay rate shall remain the same. Any requirement for such replacement will be at the State's sole discretion; the State is not obligated to accept replacement of removed or withdrawn individuals.

A.14. Contractor Performance Measures. The success of this multiple-source procurement mechanism depends upon the Contractor responding to every SOW and providing resumes for every Job Classification requested therein. The State recognizes that there may be occasions when the Contractor may not be able to provide one or more of the requested Job Classifications. In this case, the following provisions apply:

A.14.a. Failure of a Contractor to achieve an acceptable number of placements shall be grounds for termination or restriction of that Contractor's Contract. The State will maintain a running count of the total number of filled SOW positions ("placements"). When this number reaches fifty (50), the State will measure placement performance of each vendor against this number. If any Contractor fails to obtain at least two (2) placements out of the 50 filled positions, then that Contractor is subject to having its Contract terminated or restricted, at the State's option.

- A.14.b. If the Contractor fails to comply with the performance standards in Section A.14.a. above, and the Contractor is not providing services pursuant to any MOU at the time of non-compliance, the State may, at its option, terminate the Contract.
- A.14.c. In the event a Contractor fails to comply with the performance standards in Section A.14.a. above, and if the Contractor is providing services pursuant to one or more MOU(s) at the time of non-compliance, the State may, at its option, restrict the Contract and the Contractor shall not be allowed to participate in any future SOWs. The remainder of the Contract stipulations shall remain in effect to the extent necessary to allow the Contractor to complete the provision of services pursuant to the MOU(s).
- A.14.d. In the event of Contract termination or restriction as described herein, nothing shall prevent the State from awarding a replacement contract to another Contractor that originally responded to this RFP.
- A.14.e. After each evaluation is complete, the State will reset the placement counter to zero. The count will begin again, and the next evaluation will take place when the next 50 placements have occurred.
- A.15. Transition Period. There is an overlap in the effective date of contracts awarded under this RFP and the end date of existing ITPRO contracts, which expire on April 16, 2003. This "Transition Period" is provided to ensure that there will be adequate time to assign new personnel. However, this overlap also requires special rules to govern the proposal on Project Offers of individuals currently assigned to State positions ("incumbents"). During the transition period, the following rules apply:
- A.15.a. Some vendors currently have ITPRO contracts, awarded as a result of the former ITPRO RFP dated December 17, 2000. Given that the State has reduced the number of awards from seven to three in the present procurement, and given the competitive nature of the RFP process, all of the current ITPRO vendors will not receive an award under this procurement. In this Contract Section, current Contractors that do not receive a new award are referred to as "released vendors"; current Contractors that do receive a new award are referred to as "retained vendors." Either of these categories may have personnel currently assigned to the State under the former contracts. The following provisions apply:
- A.15.a.i. Incumbents from Retained Vendors. At the State's option, retained vendors' incumbents shall be "grandfathered" into the same position they currently occupy. The grandfathering may occur at any time during the remainder of the incumbent's MOU. In this case, a new SOW will be generated for the position in question. The retained vendor shall respond to the SOW with the incumbent currently occupying the position, and the rate entered for the incumbent shall be less than or equal to the new ceiling rate for that person's Job Classification as stated in the present Contract Section C.3.

No other vendor will be allowed to propose a candidate on this SOW. However, in the event that the incumbent refuses the position, the position shall become open to competition, the proposal due date of the SOW shall be changed, and all Contractors under the present Contract shall be allowed to propose candidates.

The timing of the grandfathering shall be at the State's sole option, and shall be driven by, among other considerations, whether earlier grandfathering is more or less likely to produce cost savings for the State. For example, if a contractor is currently working under the previous contract at a low rate, and the retained vendor has a ceiling rate under the present Contract that is higher than this low rate, the State may choose to require the incumbent to serve out the remainder of his or her MOU at the lower rate, since this represents the best value for the State. In such a case the State would delay the issuance of the grandfathering SOW until just prior to the expiration of the previous MOU. On the other hand, if the new

ceiling rate were lower, it would be in the State's best interest to issue the SOW as soon as possible after the new Contract is in place. Once again, this timing is solely at the State's option.

- A.15.a.ii. Incumbents from Released Vendors. From the State's perspective, released vendors' incumbents shall be allowed to transition to any of the Contractors under the present Contract, and may subsequently be proposed by said Contractors. This may occur at any time during the remaining term of the former ITPRO contracts. The same rules concerning grandfathering, including the timing of SOW release at the State's discretion, as expressed in Section A.15.a.i. above, also apply to incumbents from released vendors.

The State is not a party to any "non-compete" agreements that transferring personnel may have signed with their employees; the transferring employee is responsible for honoring any non-compete agreements. The Contractor to whom the individual is transferring is responsible for verifying that such agreements are not being violated, and will bear all responsibility, legal or otherwise, for complaints arising as a result of alleged or actual violations of non-compete agreements.

- A.15.b. In order to ensure the stability of the work environments during the transition period, no personnel transfers of any kind shall be allowed among any of the retained vendors or new Contractors.

- A.16. Restrictions on Personnel Movement/Transfers After the Transition Period. The Contractor shall not solicit contractor staff from other companies that are assigned to State projects. Furthermore, under no circumstances will the State accept staff movement among companies, or from an existing SOW to a new SOW for the same company, while the individuals are engaged in State assignments.

In the event that an individual assigned to the State under this or any other State professional services contract leaves that assignment or if the Contractor removes the individual from State assignment for any reason, prior to the completion of the assigned task(s), that individual is barred from any State assignment under this Contract for a period of three (3) months. For purposes of applying this rule, the three-month period shall be measured from the effective termination/withdrawal date to the Project Begin Date stated in the SOW in question.

The only exceptions to the above rule are if the MOU expires or the State project coordinator determines that the assignment is complete under that MOU with the State. In the latter case, the project coordinator must notify the ITPRO Contract Administrator by e-mail, providing the MOU number, the individual's name, the final date of the individual's assignment, and explicitly stating that the individual's assignment will be complete under the current MOU as of the date given. An individual released in this way is only eligible to be proposed on SOWs with Project Begin Dates after the stated assignment end date. Any individual proposed on an SOW with a Project Begin Date equal to, or earlier than, that individual's current assignment end-date will be disqualified from that SOW.

- A.17. Deriving Service Rates for Project End Date Extensions. In some cases, the Project End Dates on SOWs/MOUs may be extended beyond what was anticipated when the SOW was originally distributed. This may mean that the Contractor has only proposed a rate for year one (1) on an SOW/MOU that is being extended into year two (2); i.e., there would be no agreed upon hourly rate for year 2. Since there is no rate proposed for year 2, the State will derive the year 2 rate using the Consumer Price Index, in a manner similar to that described in Section C.4 of the pro forma contract, using the year 1 Service Rate as the base.

Any such CPI increase shall obey the rule that the adjusted rate cannot exceed the originally proposed Ceiling Rate. The adjusted rate will be the lesser of the originally proposed rate or the computation of the new rate based on the CPI as described in pro forma contract Section C.4. A situation requiring the application of this rule could occur if the Proposer originally proposed the

same Ceiling Rate for years 1 and 2 in response to the RFP, and if the individual were proposed in year 1 at this Ceiling Rate, or only slightly below it. For example, assume the Originally proposed Ceiling Rates for a given Job Classification were the same for year 1 and year 2--\$50.00. Now, a candidate is proposed for a year 1 project with a rate of 49.80, and the project is extended into year 2. The CPI is 1.6%. The rate will not be increased to \$50.60, which is the rate derived by application of the CPI; instead, the rate will be capped at \$50.00, the originally proposed Ceiling Rate for year 2.

- A.18. Restrictions on Responding to Future RFPs. In some cases the personnel provided under this contract will assist in the preparation of future State RFPs. The *pro forma* contract prohibits any Contractor from submitting proposals in response to any RFP that it has, through its employees, assisted in developing. On similar contracts in the past, Contractors have refused to respond to statements of work in order to submit proposals on potentially more lucrative future RFPs. This is not acceptable.

Under this procurement, Contractors will not be allowed to selectively refuse to respond to an SOW based on the possibility that an RFP may result from that SOW. If the State detects such behavior, the State will terminate the Contract of the Contractor involved.

Note, however, that this section in no way prevents the Proposer from responding to any RFP not associated with an ITPRO Statement of Work.

- A.19. Miscellaneous Policies and Procedures.

- A.19.a. Parking. The State will not provide parking for Contractor personnel.

- A.19.b. State Clinic. Contractor personnel do not have access to the State clinic.

- A.19.c. Wireless Phones and Pagers. If the State deems it necessary to the effective performance of Contractor personnel's assignments, the State will provide wireless phones or pagers to the personnel, at the State's expense. This expense must be supported and justified by the contractor personnel's State project coordinator. The State project coordinator will be required to sign all invoices for wireless phone or pager expenses prior to payment. Contractor personnel shall use such equipment only for State-assignment-related activities.

The State will not reimburse the Contractor or Contractor personnel for wireless phones or pagers not provided by the State.

- A.19.d. State Vehicles. Contractor personnel may not reserve and/or operate State vehicles.

- A.20. Contractor Responsible for Training in Changed Technology.

The State makes changes to its Technical Architecture (see RFP Attachment 9.12) and the technical nature of assignments from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for the expenses associated with training in the new or changed technology. This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training. *For example: Assume a contract individual needs training in a particular web-development tool in order to perform their State assignment. The cost of the course, including any travel expenses, will be the responsibility of the Contractor company and the training hours will not be billable to the State.* The maximum liability to the Contractor firm for training hours for any individual will be two weeks per year. A "year" is defined in this case as a Contract year, the period of time from the Contract Begin Date to the first anniversary of the Contract Begin Date, and subsequent years thereafter.

- A.21. Computer Access Security Agreement/Code of Ethics. Contractor personnel assigned to the State will be required to sign Computer Access Security Agreement and Code of Ethics forms as

required of the State's own employees (See RFP Attachment 9.10), and any other forms that shall be required by the State to ensure the security and ethical use of the State's computer resources.

- A.22. Additional Policies and Procedures. The State will promulgate additional policies and procedures, manual or electronic, to govern requests for ITPRO services as needed, throughout the life of the Contract resulting from this RFP. The State also reserves the right to amend existing policies and procedures and to change the format and content of the SOW and MOU, if such is deemed to be in the best interest of the project or task in question.

- A.23. The ITPRO.02 System. The State has implemented an internet-based system, known as ITPRO.02, to automate the ITPRO process. All ITPRO contractors will be required to use the internet-based system. This will require the contractor to have Internet access, along with a State-standard browser and word processing software. The contractor will be responsible for all costs associated with setting up and upgrading their technical environment to use the ITPRO.02 system. See RFP Attachment 9.13 for the current technical environment required for ITPRO.02; note, however, that this environment is subject to change as technology and/or State standards change. The Contractor agrees to upgrade, also at its own expense, this technology and its own expertise as required to maintain compatibility with the State's ITPRO.02 system throughout the life of this Contract.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on November 1, 2002 and ending on October 31, 2004. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than three (3) years, provided that the State notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **[WRITTEN DOLLAR AMOUNT]** (**\$(NUMBER AMOUNT)**). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor, except as noted in Section C.5 below.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>JOB CLASSIFICATION</u>	<u>SERVICE RATE PER HOUR</u>	
	<u>YEAR 1</u>	<u>YEAR 2</u>
Project Manager	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Systems Analyst	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Programmer Analyst (Mainframe)	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced Programmer Analyst (Mainframe)	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Programmer Analyst (Client Server/Micro)	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced Programmer Analyst (Client Server/Micro)	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Network Administrator	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced Network Administrator	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
LAN System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced LAN System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
MVS System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced MVS System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
UNIX System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced UNIX System Programmer	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Data Administrator/Database Administrator	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
System Administrator	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Desktop Support	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Help Desk Representative	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Programmer Analyst (Web-Based Technologies)	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Advanced Programmer Analyst (Web-Based Technologies)	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Mainframe Operations Specialist	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
WAN Specialist I	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
WAN Specialist II	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
WAN Specialist III	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
WAN Technician	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
WAN Security Specialist I	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
WAN Security Specialist II	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
WAN Project Manager	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Voice Communication Analyst	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Cabling Infrastructure Specialist	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>
Business Analyst I	<u>\$XXX.XX</u>	<u>\$XXX.XX</u>

Business Analyst II

\$XXX.XX \$XXX.XX

Business Analyst III

\$XXX.XX \$XXX.XX

The Contractor will propose new Service Rates, not to exceed the Service Rates stated in Section C.3, as a part of its "Project Offer" response to each SOW. The proposed Project Offer Service Rates shall be the rates in effect for a given SOW/MOU.

Service Rates for Year 2 take effect on the anniversary of the Contract effective date given in Section B. The years associated with the Service Rates in this Section refer to the year in which the work was actually performed, and the Contractor shall bill accordingly.

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Invoices shall be submitted to the individual named in the relevant MOU. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Service Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.4. The Service Rates in Section C.3 are firm for the duration of the Contract. In the event that the term of the Contract (or MOU) is extended, the State will execute a Contract amendment to adjust these rates for inflation based on the Consumer Price Index (CPI). The rates shall be adjusted in accordance with the CPI for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (the "Index") published by the Bureau of Labor Statistics, U.S. Department of Labor, Washington, D.C., or its successor index. In the event said Index ceases publication, the adjustment shall be determined by using the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the U.S. City Average for the same area coverage; or, if not available, then according to the Index most comparable to the Index for All Urban Consumers.

The Year 2 Service Rates, or relevant Project Offer rates, shall be used as the base. Adjustments to this base shall equal the percentage change determined from the Index for the year ending on December 31st of the year preceding the year of Contract (or MOU) termination, after comparing it to the Index ending on December 31st of the next preceding year. The amended Service Rates shall take effect on the anniversary of the Contract effective date given in Section B. Once adjusted, the new Unit Rates shall apply for one (1) year, for the term of the MOU, or throughout the remaining term of the Contract, as extended; whichever is applicable.

- C.5. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three

(3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract, including any employment taxes that may be assessed as a result of the Contractor's services pursuant to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall

remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[STATE AGENCY NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments;
- b. All Clarifications and addenda made to the Contractor's Proposal, as agreed to by the State;
- c. The Request for Proposal, its Attachments, and associated amendments;
- d. Statements of Work; and
- e. The Contractor's Proposal.

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.7 Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall be interpreted to permit violation of any applicable state or federal law, rule, or regulation.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7.a. HIPAA Compliance. Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

E.7.b. Information Security Compliance. Contractor warrants to the State that it is familiar with the requirements of the State of Tennessee Information Technology Security Policies (these will be provided to the apparent winner[s]) and any accompanying state and federal regulations, and will

comply with all applicable requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with State Information Technology requirements and any other state and federal computer security regulations including cooperation and coordination with State computer security officials and other compliance officers required by its regulations. Contractor agrees to enter into a connectivity agreement with the State. The agreement will include, but not be limited to, the following:

1. Not attaching any non-state owned computers to any state network without previous State-provided, written certificate of compliance with minimum state security standards;
2. All client and server computer security settings must be maintained to meet or exceed minimum state security standards;
3. Once established, no security provisions for firewalls, client and server computers will be modified without written state approval;
4. Current updated virus software and virus definition files that are enabled to perform real time scans will be maintained on all contractor-supplied hardware;
5. Dialup modem use is specifically disallowed while attached to the state network;
6. Contractor will not install or utilize remote control or file sharing software unless explicitly approved by the State;

Contractor will sign any documents that are reasonably necessary to keep the Contractor in compliance with the State of Tennessee Computer Security Policies.

Contractor staff may be required to undergo background checks.

- E.8. Contractor Personnel Performance Problems. The State shall be the sole judge of the quality of services provided and the project progress achieved by the Contractor's personnel. The Contractor agrees to remove and replace at the Contractor's expense, personnel judged by the State as not making substantial contributions to the projects to which Contractor's personnel are assigned. The Contractor agrees not to charge the State for services performed which the State designates as being unacceptable.
- E.9. Mandatory Attendance and Leave Documentation. Contractor personnel shall maintain and sign State-provided timesheets to verify the number of hours worked. The Contractor Account Manager will also be required to sign the timesheets and include these with the Contractor's invoice. The State is not obligated to sign or otherwise authorize Contractor-provided attendance and leave documents.
- E.10. State's Electronic Time Tracking System. Contractor personnel shall enter their hours worked into "Multitrak," the State's automated time and Request for Service (RFS) tracking system. Contractor personnel shall exercise due diligence to ensure that hours worked as entered into Multitrak exactly match hours worked as indicated on the timesheets for each pay-period. Multitrak reports will serve as the State's authorization to the Contractor to bill the State for the hours worked, and will be included, along with the signed timesheets, as supporting documentation with every invoice submitted.
- E.11. Solicitation of State Employees Prohibited. The Contractor shall not solicit State employees in State facilities or during State work hours for the purpose of employment. For the purposes of this paragraph, "State work hours" are defined as 8:00 a.m. to 5:00 p.m., CT, Monday through Friday, including flextime and overtime, but excluding State holidays.
- E.12. State Employment of Contractor Personnel. The State reserves the right to offer employment to Contractor personnel at any point during the personnel's assignment with the State.

- E.13. Fair Competition on Future RFPs. If the Contractor, through any of its employees provided under this contract, is involved in assisting the State in the development, formulation, and/or drafting of an RFP or ITB for the State, it cannot submit proposals in response to that RFP or ITB.
- E.14. Additional Termination Provisions.
- E.14.a. The State may terminate any or all of the MOUs entered into by the State and the Contractor pursuant to this Contract by giving the Contractor at least fifteen (15) calendar days written notice prior to the effective MOU Termination Date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.
- E.14.b. If the Contractor, or Contractor-provided personnel, fail to properly perform their obligations under any MOU entered into by the State and the Contractor pursuant to this Contract, or violate any of the terms of this Contract, the State shall have the right to immediately terminate any or all of the Contractor's MOUs, and to withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- E.14.c. In the event of Contract termination, the State is free to enter into a Contract with another responsive Proposer to the RFP.
- E.15. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.16. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.
- In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.
- E.17. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE]

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neel, Ph.D., Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neel, Ph.D., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

JOB CLASSIFICATIONS

STATE OF TENNESSEE INFORMATION TECHNOLOGY CONTRACTOR REQUIREMENTS

Project Manager - Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Systems Analyst - Analyzes and documents requirements for information systems. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Constructs data models and activity/process models as may be required to define system functions. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of information systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Requires a minimum of 3 years of current experience in this job class with excellent interpersonal and communication skills.

Programmer Analyst (Mainframe) - Analyzes functional business applications and design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 1 year of current experience in this job class.

Advanced Programmer Analyst (Mainframe) - Analyzes functional business applications and creates design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve

efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 2 years of current experience in this job class.

Programmer Analyst (Client Server/Micro) - Analyzes functional business applications and design specifications for developing programs. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises SOLARIS, Windows, Oracle, and Visual Basic. Secondary skill set includes all other Departmental/Desktop software standards. Requires a minimum of 1 year of current experience in this job class.

Advanced Programmer Analyst (Client Server/Micro) - Analyzes functional business applications and creates design specifications for developing programs. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises SOLARIS, Windows, Oracle, and Visual Basic. Secondary skill set includes all other Departmental/Desktop software standards. Requires a minimum of 2 years of current experience in this job class.

Network Administrator - Responsible for the daily operation and support of Local Area Network computer systems. Responsibility may include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions. Requires a minimum of 1 year of current experience in this job class.

Advanced Network Administrator - Responsible for the support of Local Area Network computer systems including servers on the WAN used for enterprise applications. Responsibility may include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Requires a minimum of 2 years of current experience in this job class.

LAN System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs, and related systems software. Create special-purpose software to ensure efficiency and integrity between systems and applications. Must

be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Requires a minimum of 1 year of current experience in this job class.

Advanced LAN System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

MVS System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs, and related systems software. Create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Requires a minimum of 1 year of current experience in this job class.

Advanced MVS System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

UNIX System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs, and related systems software. Create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating

systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Requires a minimum of 1 year of current experience in this job class.

Advanced UNIX System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

Data Administrator/Database Administrator - Designs and reviews database systems; evaluates and recommends changes to database systems; and implements new or revised systems to ensure accuracy, efficiency, and adherence to technical standards. Responsible for providing technical assistance to other personnel involved in computer applications development by answering questions, describing techniques, and writing procedures. Monitors application systems performance, evaluates information gathered from users and other staff and review of historical data, and recommends changes to database systems to ensure optimal performance and productivity. May act as project leader in monitoring performance of application systems, and identifies, evaluates, and makes recommendations to management concerning problems or issues in the database environment to ensure optimal performance and productivity of database systems. Responsible for the daily maintenance, tracking and documentation of production database systems including creating and scheduling database specific jobs and determining necessary actions to recover from problems or failures. Develop and enforce the Standards, Procedures, and Guidelines to establish the operational framework in which database management systems are consistently and effectively utilized. Research, identify, evaluate and select database software. Instruct users in the use of database software to enhance database system usage, facilitate problem resolution, and maximize customer service. Requires a minimum of 2 years of current experience in this job class.

System Administrator - Provides installation, maintenance, technical and customer support for desktop/workstation and mid-level (including LAN and WAN network application and client server) systems and related software. Installs, configures, and supports system and user application software and provides upgrades of this software. Identifies peripherals to the systems and performs maintenance on these devices. Schedules and performs system maintenance

activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: UNIX, Sun Solaris, Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows NT Server, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Desktop Support - Performs desktop computer support assignments, with an emphasis on desktop computer problem resolution. Installs a variety of desktop computer hardware and software and provides technical and customer support for these products. Provides customer support to both on-site and remote users. Analyzes users' system problems and provides solutions. Works with teams of analysts, programmers, and users in application development environments. Tests and may write the technical documentation prepared for software or hardware installation. Primary skill set comprises Microsoft Word, Microsoft Excel, Microsoft Project 98, Microsoft Project 2000, Microsoft Windows NT 4.0 Workstation, Microsoft Windows 2000, and Microsoft Windows XP Professional. Secondary skill set comprises Microsoft Access and Microsoft Power Point. Requires a minimum of 1 year of current experience in this job class with excellent interpersonal and communication skills, both written and oral.

Help Desk Representative - Provides support to a variety of information technology users on hardware, software, telecommunications, and application issues and problems. Function as first/second level support by receiving, recording, responding to, and following up on trouble calls. When appropriate, conduct problem determination to attempt to resolve issues and problems with the customer on the line. Must possess excellent telephone skills, good verbal and written skills, an extensive knowledge of information technology (with an emphasis on desktop devices and local and wide area networks), good analytical skills, good technical skills, good keying capability, and familiarity with common business practices and terminology. An individual working in this classification must be able to effectively deal with stress and anxiety. Requires a minimum of 3 years of current experience in this job class.

Programmer Analyst (Web-Based Technologies) - Analyzes functional business requirements and design specifications for developing web-based programs and web-based publishing. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises SOLARIS, Windows, Oracle, Microsoft Visual Studio, Visual Basic Script, Java, Java Script, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS) and Sun's Netscape Enterprise Server, Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data, knowledge of all other Departmental/Desktop software standards, and knowledge of State recommended web publishing tools. Requires a minimum of 1 year of current experience in this job class.

Advanced Programmer Analyst (Web-Based Technologies) - Analyzes functional business requirements and creates design specifications for developing web-based programs and web-based publishing. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises SOLARIS, Windows, Oracle, Microsoft Visual Studio, Visual Basic Script, Java, Java Script, JSPs, EJBs, XML, HTML, J2EE compliancy standards, and object oriented principles. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS) and Sun's Netscape Enterprise Server, Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data, knowledge of all other Departmental/Desktop software standards, and knowledge of State recommended web publishing tools. Requires a minimum of 2 years of current experience in this job class.

Mainframe Operations Specialist - Responsibilities include monitoring application batch operations at an individual Department level. This includes evaluation of system problems and processing abends to determine correct recovery and back out procedures to insure data integrity. Also included is the recovery of databases, recreating files, and insuring interagency interfaces are correct. Responsibilities also include the monitoring of data sets, databases, and libraries to insure adequate space allocation and data availability; and monitoring migrations of new or modified programs and programs components across multiple test and production environments. A thorough knowledge of MVS, JES, JCL, ROSCOE, TSO, CA1, and CA7 operations is required for this position. Requires 2 years of current experience in this job class.

WAN Specialist I – Monitors network performance utilizing automated network monitoring software systems. Notifies appropriate staff and or vendor service

providers concerning network problems or anomalies. Tracks and coordinates work with appropriate staff to ensure the network problems and/or other anomalies are quickly resolved. Monitors network performance against established service level agreements (SLA's). Provides first-level support for fault management and problem resolution. One (1) year of experience in one or a combination of the following areas: LAN administration, WAN administration, Network Operations Center (NOC) operations, or WAN service level agreement (SLA) monitoring.

WAN Specialist II – Installs and monitors network software and hardware to provide WAN services, including network monitoring, network tuning, router management, and related activities. Performs tasks to analyze anomalies reported by hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network problems are corrected. Provides reactive and proactive changes to network hardware and software components to ensure that user requirements are met and that the network is performing at optimum levels (changes include router configurations, access lists, routing tables, etc.) Provides second-level support for fault management and problem resolution. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Requires a minimum of two (2) years experience in WAN administration.

WAN Specialist III – Installs and monitors the most complex installations of network software and hardware to provide WAN services, including network monitoring, network tuning, router management, and related activities. Provides reactive and proactive changes to network hardware and software components to ensure that user requirements are met and that the network is performing at optimum levels (changes include router configurations, access lists, routing tables, etc.). Provides senior-level support for fault management and problem resolution. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Provides senior level support for WAN design, management and monitoring. Requires a minimum of three (3) years experience in WAN administration that includes a broad range of experience in wide area networking support and a detailed understanding of network hardware and routing protocols.

WAN Technician – Confers with customers on network connectivity and LAN/WAN planning, schedules installations, prepares work schedules, enters and tracks ordering process for all WAN services required to complete the customer request. Maintains records of information for specific areas of responsibility including service orders, equipment inventory, circuit inventory, billing information, end site information, customer contacts, network anomalies, network performance, problem resolution, or service level agreement compliance, etc. Requires one (1) year of experience in the area of billing, order processing, or work scheduling and a detailed understanding of telecommunications terminology, telecommunications products, and services.

WAN Security Specialist I – Consults with customers to define user and system security requirements; designs solutions based on customer requirements; coordinates work required to complete network security installations. Installs and monitors network security software and hardware to provide WAN security services, including network security monitoring, firewall and intrusion detection probe management, and related activities. Performs tasks to analyze anomalies reported by security hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network security problems are corrected. Provides first-level support for security hardware/software fault management and problem resolution. Makes appropriate changes to network security configurations and/or works directly with the service providers to correct network security problems. Monitors the network for security breaches, implements changes to stop breaches that are in progress, documents findings, and works with the security incident response teams to investigate breaches on the wide area network. Requires a minimum of two (2) years experience in WAN security administration, including firewall and intrusion detection support.

WAN Security Specialist II - Installs and monitors the most complex installations of network security software and hardware to provide WAN security services, including network security monitoring, security hardware/software management, and related activities. Provides senior level security support in identifying corrective actions to address network security hardware/software problems, monitors staff activities to correct problems, and monitors changes to ensure network security problems are corrected. Works with the security incident response team to identify and stop security breaches. Provides senior-level support for security fault management and problem resolution. Makes appropriate changes to network security hardware/software configurations and/or works directly with the service providers to correct network security problems. Requires a minimum of three (3) years experience in WAN security administration, including firewall, VPN, and intrusion detection support.

WAN Project Manager – Responsible for complex wide area network (WAN) project management and technical work involving the analysis of network requirements, network design, and WAN solution performance monitoring. Provides senior level support for identifying end user business requirements; designing technical solutions to meet those requirements; developing project proposals, costs benefit analyses, and cost models for the project; managing projects to implement solutions; and providing senior level technical support for project deployment and on-going operations. Coordinates communication on projects, including written status reports, oral briefings, and technical or management meetings. Requires a minimum of five (5) years experience in WAN administration, including three (3) years experience managing WAN technology projects.

Voice Communication Analyst – Responsible for voice communication systems analysis, design and project coordination with multi-vendor systems including inside and outside cable and wire configurations, premise-based voice systems, Centrex services, electronic key systems, automatic call distribution, voice mail, and interactive voice response systems. Detailed working knowledge of voice network services such as 800 service, electronic tandem networks, interLATA carriers, T1 digital facilities, ISDN, DSL, etc. is required. Requires a minimum of three (3) years experience in voice communication analysis and design work.

Cabling Infrastructure Specialist – Responsible for building structured wiring designs, entering cabling work orders, and tracking/monitoring end site installations. Works with the statewide premise wiring vendor in the completion of cabling projects and cable maintenance statewide. Inspects contractor work for quality and accuracy and ensures that all projects meet established standards. Provides problem resolution technical support to correct cabling and connectivity problems for voice, data, LAN/WAN, and video wiring installations. Maintains accurate and complete records of all cabling projects. Creates drawings and records for entry into a cable management system. Requires a minimum of five (5) years experience in voice, data, and/or video telecommunications technologies, including two (2) years experience in voice, data or video telecommunications cabling and/or wireless installations and support.

NOTE: The above skill sets are not intended to be all-inclusive for individual assignments. It will not be unusual for a Statement of Work to require specific experience within these definitions and the State's overall Technical Architecture. For example a SOW may require an analyst or programmer with specific experience on accounting applications; or another may require an analyst who has specific experience in writing User Manuals; still another may require a project manager who has led teams involved in welfare systems activities; and so forth.

STATE OF TENNESSEE
BUSINESS ANALYST CONTRACTOR REQUIREMENTS

Business Analyst - Representative Job Assignment (A specific assignment may involve one of these responsibilities, all of these responsibilities, or some significant mix of the responsibilities (80% probability).)

- ◆ Analyzes and documents business requirements and processes related to public sector service delivery for a single or multiple related state agencies.
- ◆ Formulates alternative solutions to satisfy these requirements which may involve business process reengineering and/or the deployment of information technology.
- ◆ Plans and/or conducts end user training for new applications.
- ◆ Prepares cost benefit analyses according to State CBA methodology.
- ◆ Develops and/or oversees plans for the execution of a solution from project inception to conclusion.
- ◆ Constructs data models and activity/process models as may be required to define system functions.
- ◆ Provides support for the installation, testing, data conversion, implementation, and ongoing maintenance of information systems.
- ◆ Conducts and documents the results of special studies dealing with systems and/or business process issues.
- ◆ Facilitates sessions to gather and document requirements and explore solutions.

Skills Required

- ◆ Superior negotiating, analytical, group facilitation, and relationship management skills are required.
- ◆ Candidates must be able to work effectively with all levels of state staff from clerical through agency executive management. This includes skillful interviewing capability.

- ◆ Individual must possess superior organizational and written/verbal communication skills.
- ◆ Hands-on Data Modeling and Process Modeling experience may be required for some assignments.
- ◆ An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. *(Note: Current information technology in the State's environment includes: 1)multi-tier (mainframe, departmental/midlevel, and desktop) computing; 2)the use of internet and intranet to facilitate service delivery; 3)electronic data interchange; 4)imaging; 5)data warehousing; and, 6)geographic information systems. The deployment of information technology must be consistent with the State's architectural framework which is based upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of Tennessee. The State Technical Architecture standards found in RFP Attachment 9.12 support this philosophy.)*
- ◆ An ability to integrate solutions across multiple functional and technical environments is required.

Other Considerations

- ◆ Experience in public sector assignments preferred.
- ◆ Available at assignment home base (primarily downtown Nashville) during normal state working hours.
- ◆ Willing to travel; mostly in-state.
- ◆ Availability for variable duration assignments.

Experience and Education

- ◆ Business Analyst I
 - * Two years of experience in this classification in last two years
 - * BA/BS degree
- ◆ Business Analyst II
 - * Five years of increasingly complex and responsible experience in this classification in last five years.

- * BA/BS degree (advanced degree a plus)
- ◆ Business Analyst III
 - * Ten years of increasingly complex and responsible experience in this classification in last twelve years
 - * BA/BS degree (advanced degree a plus)

Notes relative to experience and education:

Increasingly complex - relates to numbers and types of business functions involved; numbers and types of business functional areas involved; numbers and types of interorganizational/intraorganizational issues to be considered; and, numbers and types of information technology components used to provide solutions to business challenges.

Increasingly responsible - relates to the individual's role on a project. At the bottom of the scale might be a role as a junior team member; at the top might be as a team leader for a large team on a major project.

Experience must be current as indicated. Old experience outside the indicated time frame will not be considered.

NOTE: These skill sets are not intended to be all-inclusive for individual assignments. It will not be unusual for a Statement of Work to require specific experience within a business area with in-depth knowledge of the disciplines related to that area.

CERTIFICATION OF COMPLIANCE

RFP # 317.03-081

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- a) the laws of the State of Tennessee;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Proposer Signature

Date

COST PROPOSAL FORMAT

RFP # 317.03-081

 Proposer Name
NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

The proposer must sign and date the Cost Proposal.

REQUIREMENTS:

1. The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *Pro Forma* Contract Scope of Services of the subject RFP. Pay careful attention to the Contract Scope of Services to determine the State's requirements for personnel.
2. The State will not compensate or reimburse the Contractor for travel, meals, or lodging. In addition, the State cannot predict the amount of travel that will be required pursuant to this RFP. Therefore, the Proposer may wish to consider this when preparing its Cost Proposal responses.
3. The Proposer shall enter, in the column below labeled "Rate," the hourly rates for Years 1 and 2 of the Contract for each Job Classification. The Proposer **must** enter a rate for both Years, 1 and 2. Failure to do so shall render the Proposal nonresponsive and the Proposal shall be rejected.
4. Proposers must not enter anything in the Factored Cost column or the Total Factored Cost row; these are for State's use only.

Cost Proposal Table – RFP # 317.03-081

#	Job Classification	Year	Rate	Weight	Factored Cost (For State's Use only)
1	Project Manager	Yr. 1		18	
		Yr. 2		18	
2	Systems Analyst	Yr. 1		44	
		Yr. 2		44	
3	Programmer Analyst (Mainframe)	Yr. 1		1	
		Yr. 2		1	
4	Advanced Programmer Analyst (Mainframe)	Yr. 1		45	
		Yr. 2		45	
5	Programmer Analyst (Client Server/Micro)	Yr. 1		11	
		Yr. 2		11	
6	Advanced Programmer Analyst (Client Server/Micro)	Yr. 1		35	
		Yr. 2		35	
7	Network Administrator	Yr. 1		3	
		Yr. 2		3	
8	Advanced Network Administrator	Yr. 1		24	
		Yr. 2		24	
9	LAN System Programmer	Yr. 1		1	
		Yr. 2		1	
10	Advanced LAN System Programmer	Yr. 1		1	
		Yr. 2		1	
11	MVS System Programmer	Yr. 1		1	
		Yr. 2		1	
12	Advanced MVS System Programmer	Yr. 1		1	
		Yr. 2		1	
13	UNIX System Programmer	Yr. 1		1	
		Yr. 2		1	
14	Advanced UNIX System Programmer	Yr. 1		3	
		Yr. 2		3	
15	Data Administrator/Database Administrator	Yr. 1		14	
		Yr. 2		14	
16	System Administrator	Yr. 1		4	
		Yr. 2		4	
17	Desktop Support	Yr. 1		17	
		Yr. 2		17	
18	Help Desk Representative	Yr. 1		7	
		Yr. 2		7	

Note: Additional Job Classifications and Required Signature on next page.

ATTACHMENT 9.2

#	Job Classification	Year	Rate	Weight	Factored Cost (For State's Use only)
19	Programmer Analyst (Web-Based Technologies)	Yr. 1		1	
		Yr. 2		1	
20	Advanced Programmer Analyst (Web-Based Technologies)	Yr. 1		16	
		Yr. 2		16	
21	Mainframe Operations Specialist	Yr. 1		1	
		Yr. 2		1	
22	WAN Specialist I	Yr. 1		3	
		Yr. 2		3	
23	WAN Specialist II	Yr. 1		3	
		Yr. 2		3	
24	WAN Specialist III	Yr. 1		4	
		Yr. 2		4	
25	WAN Technician	Yr. 1		3	
		Yr. 2		3	
26	WAN Security Specialist I	Yr. 1		4	
		Yr. 2		4	
27	WAN Security Specialist II	Yr. 1		3	
		Yr. 2		3	
28	WAN Project Manager	Yr. 1		2	
		Yr. 2		2	
29	Voice Communication Analyst	Yr. 1		8	
		Yr. 2		8	
30	Cabling Infrastructure Specialist	Yr. 1		4	
		Yr. 2		4	
31	Business Analyst I	Yr. 1		9	
		Yr. 2		9	
32	Business Analyst II	Yr. 1		11	
		Yr. 2		11	
33	Business Analyst III	Yr. 1		9	
		Yr. 2		9	
TOTAL FACTORED COST					

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least **180** days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Signature

Date

TECHNICAL PROPOSAL EVALUATION FORMAT

RFP # 317.03-081

GENERAL INFORMATION

The Technical Proposal Evaluation is divided into the following sections and subsections:

Section	Possible Score
General Proposer Qualifications and Experience	35
Technical Approach	25

Technical Proposal Evaluation Process

Each question will be given a point score from zero (0) to five (5) by the evaluator. The responses will be scored as follows:

- 0 -- No value
- 1 -- Poor
- 2 -- Below average
- 3 -- Average
- 4 -- Above average
- 5 -- Excellent

This score will then be multiplied by the question's weight as specified in this manual to yield the "Weighted Score." All scores and weights will be positive whole numbers. Weighted Scores will be summed within each section to yield the "Total Raw Weighted Score" for that section.

Each section will have a "Possible Raw Weighted Score," which would be the number of points attained, after the weighting, if the Proposer achieved a perfect score on every question. This Possible Raw Weighted Score will be stated at the end of the section.

After all sections for a given Proposer have been scored, the Total Raw Weighted Scores and the Possible Raw Weighted Scores will be used in the formulae that appear on the following page. The products of these equations will be entered into the Proposal Score Summary Matrix, RFP Attachment 9.5.

The remaining sections are the evaluation questions themselves, in score sheet format.

**TECHNICAL PROPOSAL EVALUATION
SUMMARY SCORE SHEET
RFP # 317.03-081**

Proposer Name

Evaluator

Date

TECHNICAL PROPOSAL POINTS

GENERAL PROPOSER QUALIFICATIONS AND EXPERIENCE -- 35 POINTS

TOTAL RAW WEIGHTED SCORE _____ X 35 = _____
POSSIBLE RAW WEIGHTED SCORE (240)

TECHNICAL APPROACH -- 25 POINTS

TOTAL RAW WEIGHTED SCORE _____ X 25 = _____
POSSIBLE RAW WEIGHTED SCORE (40)

TECHNICAL PROPOSAL SCORE SHEETS

Proposer Name

Evaluator

Review Date

GENERAL PROPOSER QUALIFICATIONS AND EXPERIENCE

Para./Ref.	Rate the Following:	Score	Wt.	Weighted Score
5.2.3.1	Proposer's credentials to deliver the services sought under this RFP.		1	
5.2.3.2	Proposer's background and organizational history.		1	
5.2.3.3	Proposer's years in business.		2	
5.2.3.4	How long the Proposer has been performing the services required by this RFP.		2	
5.2.3.5	Location of Proposer's offices.		1	
5.2.3.6	Proposer's organization in terms of number of employees, longevity, client base.		2	
5.2.3.7	Mergers, acquisitions, or sales of Proposer company within the last ten years.		1	
5.2.3.8	Form of business.	Not Scored		
5.2.3.9	Statement concerning prior charges for felony offenses.		2	
5.2.3.10	Statement of pending litigation and counsel's opinion regarding impact of litigation on Proposer's ability to provide requested services.		1	
5.2.3.11	Statement regarding past bankruptcy or insolvency proceedings, or the appointment of receivers, trustees, or assignees.		2	
5.2.3.12	Statement regarding and pending investigation(s) by the SEC, and if so, any relevant details.		2	
5.2.3.13	Proposed organizational structure.		1	

5.2.3.14	<p>Proposer Experience References</p> <ul style="list-style-type: none"> - Thoroughness of the descriptions of the referenced projects. - Similarity of the services provided to those requested in this RFP. - Numbers of staff provided to the referenced clients as an indication of the Vendor's ability to provide personnel in volume desired by the State. - References – Satisfaction with the personnel provided by the Vendor. - References – Quality of resumes submitted by Vendor. - References – Satisfaction with the Vendor's liaison/account manager. - References – Satisfaction with the Proposer as indicated by whether the reference would use the Vendor's services again. 		30	
	PROPOSER QUALS AND EXP--TOTAL RAW WEIGHTED SCORE			
	PROPOSER QUALS AND EXP--POSSIBLE RAW WEIGHTED SCORE			240

TECHNICAL APPROACH

Para./Ref.	Rate the Following:	Score	Wt.	Weighted Score
5.2.4.1 5.2.4.2	Description of how Proposer would respond to varying staffing levels, and the current status of the response process.		1	
5.2.4.3	Description of Proposer's approach to retaining a stable staff.		1	
5.2.4.4	Current total staffing profile.		3	
5.2.4.5	Ability to provide staff by Anticipated Contract Start Date.		3	
	TECHNICAL APPROACH--TOTAL RAW WEIGHTED SCORE			
	TECHNICAL APPROACH--POSSIBLE RAW WEIGHTED SCORE			40

COST PROPOSAL EVALUATION FORMAT

RFP # 317.03-081

Proposer Name

RFP Coordinator

Date

TOTAL FACTORED COST FOR EVALUATION:	
--	--

The RFP Coordinator shall use the proposed cost for evaluation amount derived from cost proposals and the following formula to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places).

$$\frac{\text{Lowest "Total Factored Cost" from all Proposals}}{\text{"Total Factored Cost" for this Proposal}} \times \text{maximum cost points} = \text{SCORE of cost proposal being evaluated}$$

1. Lowest "Total Factored Cost" from <u>all</u> proposals:	
2. The "Total Factored Cost" for <u>this</u> proposal:	
3. The amount calculated by dividing the amount in row #1 by the amount in row #2:	
4. The maximum number of points that shall be awarded for the Cost Proposal category:	40
5. COST PROPOSAL SCORE -- the product calculated by multiplying the amount in row #3 by the number in row #4:	

PROPOSAL SCORE SUMMARY MATRIX
RFP # 317.03-081

RFP Coordinator

Date

	[PROPOSER NAME]		[PROPOSER NAME]		[PROPOSER NAME]	
QUALIFICATIONS AND EXPERIENCE Maximum Points: 35						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
AVERAGE SCORE:			AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 25						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
[EVALUATOR NAME]						
AVERAGE SCORE:			AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 40						
SCORE:			SCORE:		SCORE:	
PROPOSAL SCORE (Maximum 100 Points)						
TOTAL SCORE:			TOTAL SCORE:		TOTAL SCORE:	

NOTE: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

SAMPLE EVALUATION NOTICE

[AGENCY LETTERHEAD]

[DATE]

[NAME]

[COMPANY NAME]

[STREET ADDRESS]

[CITY, STATE, ZIP]

Dear [NAME],

Thank you for your proposal in response to RFP number [NUMBER]. The state has completed its evaluation of proposals in response to this Request for Proposals, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED PROPOSER] is the apparent best evaluated proposer that the state will consider for contract award. This notice is NOT an acceptance of any offer, and the state retains the right to reject any proposal.

In accordance with the subject RFP and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate state officials.

We appreciate your interest in providing services to the State of Tennessee and hope that you will respond to future Requests for Proposals.

Sincerely,

[AGENCY HEAD SIGNATURE]

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter called the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

(RFP Number)

and further detailed in a written Contract bearing the Contract Number (assigned by the State of Tennessee):

(Contract Number)

a copy of which said Request for Proposals and Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligees from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligees any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ day of _____, _____.

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)

DRAFT STATEMENT OF WORK (SOW)

STATEMENT OF WORK

SOW No:	AG03QA1 - 002		ITPRO2K
Department:	FINANCE AND ADMINISTRATION		Date: 03/27/2002
Contact Name:	<input type="text"/>	Telephone:	<input type="text"/>
Contact Position:	Quality Assurance Consultant	Fax:	<input type="text"/>
Contact Address:	312 8TH AVE. N. SUITE 1700 NASHVILLE, TN 37243		
Management Cost Center:	16B-OIR/SDS Managed 16B		
Official Station (Main Project Site):	Nashville, TN		
Task Description:	The State of Tennessee has received a grant that will be used to create a strategic plan for the development of an integrated criminal justice approach. The purpose of this Statement of Work is to hire a business analyst who will take the lead in the development of a workable strategic plan. This person must possess strong written and oral communication skills. The person must also be adept at interaction with senior management personnel in various state and local agencies.		
Additional Information:	<ul style="list-style-type: none"> • In-State travel may be required to/from remote location(s) in support of State agencies. Compensation will be consistent with State Travel Regulations, however, State transportation will not be provided. • Overtime will be worked as deemed necessary by the State's project director. • Resumes, must reflect specific experience by job (dates of experience and type of experience, not a summary statement) to meet minimum requirements as stated under Skill Requirements and Additional Qualifications to be considered for an interview. 		
Title:	BUSINESS ANALYSIS FOR INTEGRATED CRIMINAL JUSTICE		
Fiscal Officer Approval:	I hereby certify that my Agency Fiscal Officer has approved funding for this SOW.		
Project Begin Date:	05/13/2002	Project End Date:	04/15/2003
Contractor's Project Offer is due in State offices by the following date:	04/10/2002		

SOW No:	AG03QA1 - 002	Job Classification:	BUSINESS ANALYST II - BUS ANA II	Personnel Required:	1
Basic Skills Required		Experience	Within last		
	Must have experience analyzing and documenting business requirements and processes.	5 years	7 years		
	Must have experience working independently and as a member of a team.	5 years	5 years		
	Must possess a working understanding of hierarchical and relational database structures.	5 years	7 years		
	Must have experience preparing cost benefit analyses according to state CBA methodology.	3 years	5 years		
	Must have experience conducting study sessions with users and documenting the results dealing with systems and/or business process issues.	5 years	5 years		
	Must have experience facilitating sessions to gather and document requirements and explore solutions.	5 years	5 years		
	Must have experience constructing data models and activity/process models.	5 years	5 years		
	Must have word processing experience.	3 years	5 years		
Additional Skills Required		Experience	Within last		
	Experience with development and facilitation of strategic plans required. Provide a sample of a management level report written by the applicant.	3 years	5 years		
	Work experience in the criminal justice and/or law enforcement fields a plus.	-	-		
	Must have experience formulating alternative solutions to satisfy requirements, which may involve business process reengineering.	5 years	5 years		
	Must possess superior organizational and written/verbal communication skills.	5 years	5 years		
	Experience integrating solutions across multiple functional and technical environments.	5 years	5 years		
	Must possess exceptional verbal and written communication skills, with the ability to communicate effectively with technical and non-technical senior management and line staff.	5 years	5 years		
	Must have experience that demonstrates the ability to work effectively with all levels of state staff from clerical through agency executive management.	5 years	5 years		
	Must have analytical experience.	5 years	5 years		
	Must have Five years of increasingly complex and responsible experience as a Business Analyst. This experience requirement must be within the last five years.	5 years	5 years		
SOW No:	AG03QA1 - 002				

DRAFT MEMORANDUM OF UNDERSTANDING (MOU)

MOU #A7KEA038

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF TENNESSEE
Department of FINANCE AND ADMINISTRATION ISM
and
Y3 Keane, Inc.

This agreement, by and between the State of Tennessee, Department of FINANCE AND ADMINISTRATION ISM, hereinafter referred to as the "State" and Y3 Keane, Inc., hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this Memorandum of Understanding (MOU) is governed by the provisions of Department of Finance and Administration Contract Number FA-00-14005-02, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this Memorandum of Understanding, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the MOU (and its Addenda), and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

The following personnel will provide services as described in this MOU and Statement of Work Number A7TEST03-001, MOU End Date 04/16/2002:

PROJECT MANAGER	SSN	START DATE	DATE LEFT	RATE YR1	RATE YR2	RATE YR3
	111-22-3333	02/20/2002		\$ 0.00	\$ 28.00	\$ 0.00

In no event shall the maximum liability of the State under this MOU exceed \$ 8,800.00. For the services provided pursuant to this MOU, this amount shall constitute the MOU Project Price and the entire potential compensation due the Contractor for the services and all of the Contractor's obligations hereunder regardless of the difficulty, or materials or equipment required. The Contractor shall be compensated on an hourly, as-used basis.

Payments to the Contractor pursuant to this MOU will be made in accordance with the "Payment Terms" of the Master Contract. Invoices shall be submitted to:

Ms. Mitzi Hale
IT Professional Services Contract Administrator
18th Floor, Tennessee Tower
312 8th Avenue North
Nashville, Tennessee 37243-1510

The State may, at any time and for any reason, terminate this MOU in accordance with the provisions of the Master Contract.

This agreement may be modified only by a written amendment which has been executed and approved by the appropriate State officials as indicated below:

MOU Signature Page

SOW Number AG03QA1
SOW Suffix 002

STATE OF TENNESSEE

DEPARTMENT OF FINANCE AND ADMINISTRATION

MOU Number AGMAJ027
MOU Suffix 001

Vendor

Name Majestic Systems Integration Company/Nashville
By Deborah S. Vick
Title Chief Operation Officer
Date 05/08/2002 03:40:24

Agency

Name FINANCE AND ADMINISTRATION
By WILLIAM W. EZELL (BY HE)
Title Director of Systems Development and Support
Date 05/08/2002 03:23:35

Fiscal Officer

Agency Name

By Fiscal Officer Signature is not required for this Agency.
Title
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

OFFICE FOR INFORMATION RESOURCES

Contract Administrator

By BOB WATSON
Title OIR Contract Administrator
Date 05/08/2002 03:24:51

**COMPUTER ACCESS SECURITY AGREEMENT AND
CODE OF ETHICS**

The forms follow this page.

**STATE OF TENNESSEE
COMPUTER ACCESS
SECURITY AGREEMENT**

I hereby acknowledge receipt of my computer access code(s) and my use of them demonstrates my agreement to the following guidelines.

1. I shall maintain confidential all computer information and resources to which I have access or control.
2. I shall take appropriate measures to safeguard and protect the information and computer resources of the State that are made available to me.
3. I shall use the information and computer resources only for authorized State business and not disclose any information or documentation obtained from, or pertaining to, the State's computer system(s) to any third party, except in the routine lawful conduct of the State's business.
4. I shall be accountable for and accept full responsibility for all transactions performed using my computer access codes.
5. I shall maintain all computer access codes in the strictest of confidence; immediately change them if I suspect that their secrecy has been compromised and report suspected misuse to the respective Security Administrator.

I have read and agree to comply with the guidelines set forth above.

I understand that willful violation of, or disregard for, any of these guidelines may result in disciplinary action up to and including termination of my employment, termination of my business relationship with the State of Tennessee and possible prosecution under the provisions of the computer Crimes Act as cited at TCA 39 - 14- 601 et seq.

Type or Print Name

Social Security Number

Signature

Date

OFFICE FOR INFORMATION RESOURCES

CODE OF ETHICS

The Office for Information Resources (OIR) shall provide the policy and guidelines for the protection of the privacy of proprietary, personal, privileged, or otherwise sensitive data that is processed in any manner by this division for any State department, agency, division or bureau. Due to the service oriented status of OIR and the objective of maintaining a high degree of professionalism among all employees in all activities, the following code of ethics is established and will be formally acknowledged and adhered to by all employees.

As a Contractor employee assigned to a State of Tennessee agency, I affirm my adherence to the following ethical guidelines.

1. I will regard State data on individuals and/or facilities and systems as confidential in nature, held in trust, and will protect and cause to be protected such data and systems against unauthorized disclosure and/or use.
2. I will hold confidential from persons not accorded access to privileged data, any such data I receive by virtue of my position.
3. I will not permit private or personal dealings to corrupt or adversely influence the quality, quantity or integrity of advice or services provided as a function of State information systems.
4. I will include in my professional goals, the successful and efficient operation of systems, automated or otherwise, as well as the safeguarding of resources, tangible or intangible.
5. I acknowledge any invention (any product developed as a result of assignment or job related duties) created while in the employment of the State becomes property of the State.

I understand the willful misuse or destruction of data which has been made available to me in the performance of my duties is a violation of Personnel Rules on personal conduct. The violation will result in dismissal of the employee after exercising minimal due process as defined in Personnel Policy Chapter 1120-10-1.3.

I acknowledge receipt of a copy of the Computer Crime Act and the OIR Policy concerning the Code of Ethics/Computer Crimes Act, and understand any conduct in conflict with either is cause for dismissal after minimum due process as required by Personnel Rules.

I acknowledge this Code of ethics and by my signing affirm my intent to comply to the above stated guidelines.

Contractor Employee

Date

Employee's Project coordinator

Date

DRAFT REFERENCE CHECK FORM**State Of Tennessee**

ITPRO Personnel References

Vendor Information

Vendor Name:	Vendor Name
Reference Checked By:	Name
Reference Date:	99/99/9999

Candidate Information

Name of Candidate:	Candidate Name
Description of Project:	Description
Title on Project:	Title
Dates of Employment:	Dates
Primary Duties:	Duties

Reference Information

Company/Agency Name:	Name
Contact Person:	Company Contact
Title:	Title
Phone Number:	Phone
Relationship to Candidate:	(Supervisor, Colleague, Customer, Other)

How would you rate the applicant in the following categories?**Categories: (Please type the Proper Response – Fair, Good, Very good, Excellent)**

Quality of Work	Response
Technical Ability	Response
Communication Skills	Response
Problem Solving Skills	Response
Productivity	Response
Willingness to Take Direction	Response
Meeting Target Dates	Response
Initiative	Response
Attendance/Punctuality	Response
Team Attitude	Response

Would you rehire the candidate or recommend Him/her for a position with your company?	(Yes or No)
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STATE TECHNICAL ARCHITECTURE



Information Resources Architecture

About the Technical Architecture

The Information Resources Architecture is a framework of established standards, guidelines, and directional statements to be used in the management of information resources in the State. It is designed to promote and facilitate information and resource sharing across organizational, technological, and geographic boundaries. The Architecture provides a foundation on which to build effective technology to satisfy the information needs of the customer.

The Architecture is used during information systems planning and in the acquisition of products and services. It represents the current information environment in Tennessee. As strategic Information Technology (IT) direction evolves and new technologies are evaluated, changes are made to the Architecture to satisfy the on-going needs of the State's systems environment.

The Architecture standards are developed to support the State of Tennessee Information Resources Policies. They represent an on-going commitment to an open but organized statewide Architecture.

Conceptually, the Architecture:

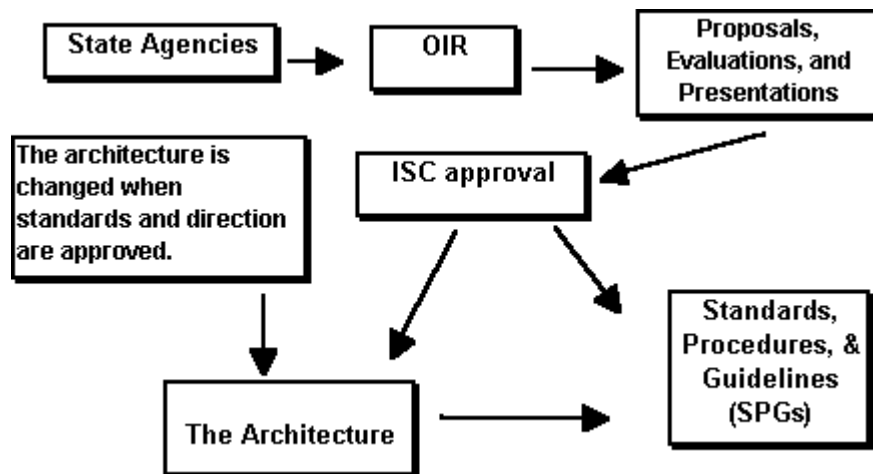
1. Reflects the management policy, which is the basis for acquisition and use of information resources.
2. Facilitates a strategy for data and information sharing/exchange between applications and among personnel.
3. Lends direction as a technology guideline for the selection of appropriate processing components.
4. Provides a communications strategy that integrates voice, data, image and video into a statewide network that is based on standards, in support of applications systems.
5. Describes the functional characteristics of information processing within state government.

Related Sources

- Information Systems Plan by Agency
- Information Systems Planning Guidelines
- State of Tennessee Information Systems Plan
- State of Tennessee Information Resource Policies
- State of Tennessee Information Resource Standards

Architecture Standards Approval Process

State agencies and OIR recognize items that should be considered for inclusion in the *Architecture*. Standards proposals and directional changes for hardware or software are evaluated by the Department of Finance and Administration, Office for Information Resources (OIR). The Chief of OIR recommends Architecture standards to the Information Systems Council (ISC) for approval.



Architecture Philosophy

The State's architectural framework is founded upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of Tennessee. Architectural components are identified to support this philosophy.

So many technical options are available that an architectural framework takes on increased importance. The Architectural standards must ensure that network components are compatible, and at the same time meet the business needs of state government. In addition, this architecture must enable the State to effectively incorporate new technology when it is needed.

Support Network and Communications Interoperability

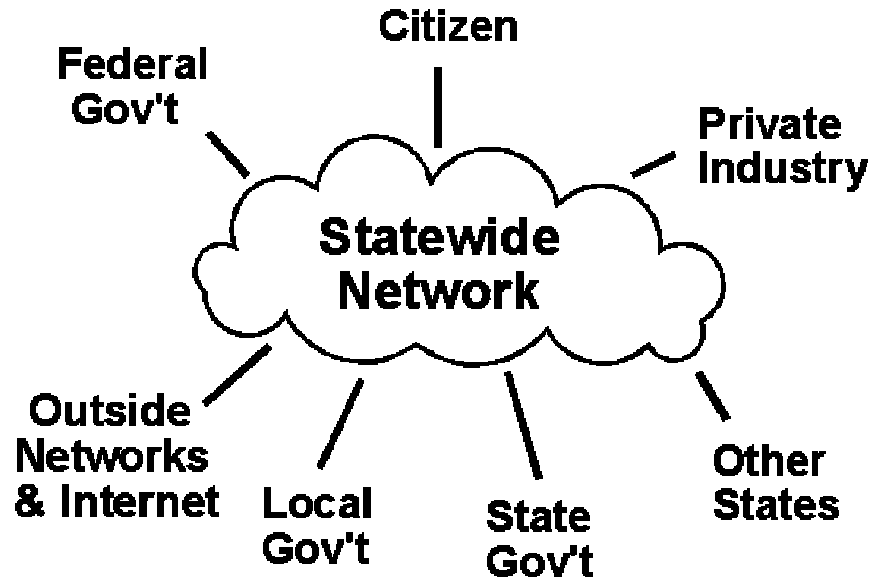
When designing and building the communications infrastructure, components are chosen that enable future growth and support a multi-vendor environment. The network must provide interoperability so that agencies have the capability to interact with each other. Upgrades and enhancements to the network must consider future needs of agencies to interact with all levels of government, citizens, private industry and outside networks.

Provide information sharing and integration capabilities

A significant information systems priority is to provide access to information required to meet business needs. The business requirement of the statewide network is to provide the ability to gather information, regardless of the source from within government, in order to support decision-making.

Provide the framework for the planned acquisition of hardware, software and communications components.

Through on-going planning and review, through the use of statewide contracts, and with a view towards the future, the Architecture seeks to leverage existing investments in hardware and software and utilize existing systems when appropriate. New information technologies are evaluated and, as they become stable and cost effective, are integrated into the State environment to provide the framework for future growth.



Architecture Guidelines

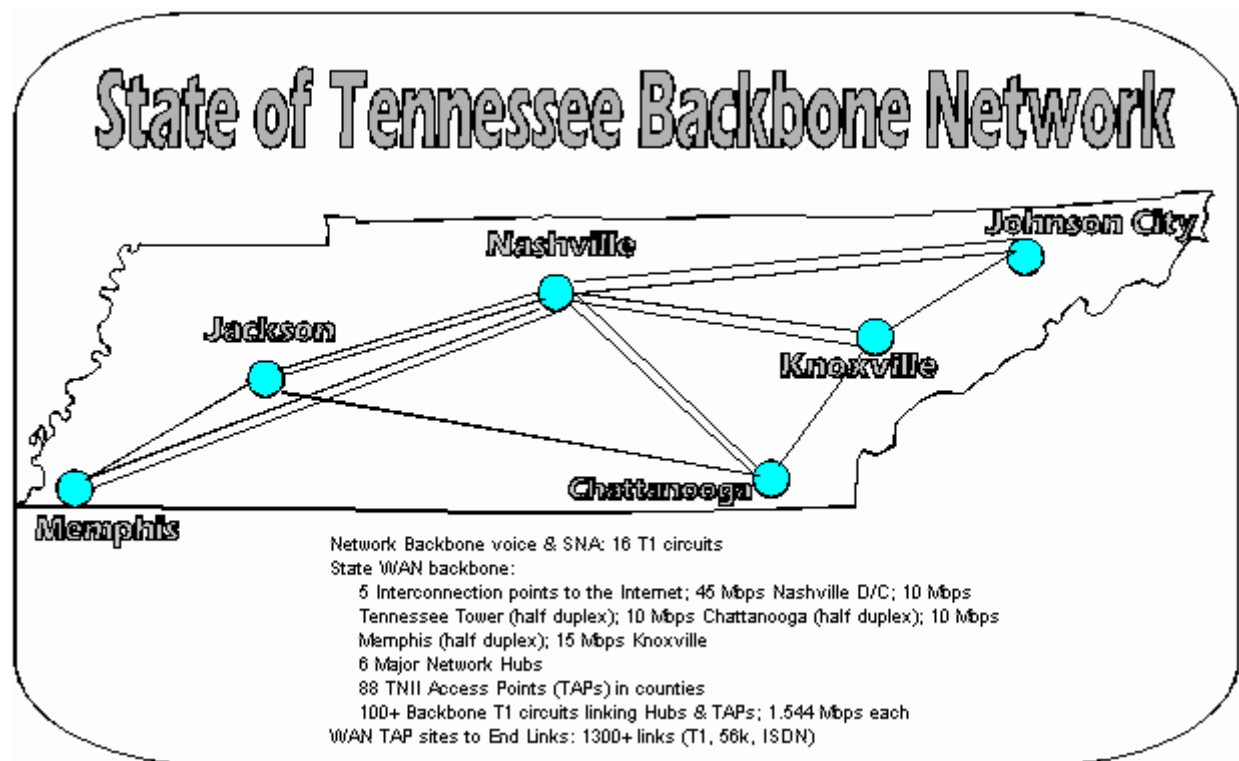
Hardware, Software and Communications

Goals and Objectives

Guidelines and directions concerning hardware, software and communications seek to ensure compatibility, transportability and connectivity in support of customer business needs. Any state government employee at any workstation should be able to access any information for which they are authorized. Strategic products are identified to create the environment for fulfilling this necessity of access to required information. Contracts are maintained to provide a source of supply for State agencies for the strategic products that they may require.

Directions

1. Utilize relational structures but continue to support hierarchical database management at the State-Level.
2. Maintain central processing resources for information storage and retrieval for statewide usage.
3. Provide an infrastructure that enables the interoperability of distributed environments in agencies, centrally, and with other governmental entities.
4. Provide contracts for standard software, hardware and services.
5. Evaluate products to assure that sufficient tools, capabilities and expertise are available to enhance the effective use of technology.
6. Support the transition from hierarchical to peer-to-peer network communications.
7. Monitor the industry development of an architecture that can handle the integration of voice, data, video and image within the State network. Provide the coordinated, inter-operable and responsive communications infrastructure necessary to support the transfer of state information -graphical, character, images, video, and voice



Data and Applications

Goals and Objectives

Data is a valuable asset and resource of the State. The Office for Information Resources provides technical direction and infrastructure and acts as a caretaker for the information processed through the State Data Center. OIR is responsible for procedures to maintain physical and logical access, security and protection of this information. Applications created to deliver data or information are guided by the customer's business needs instead of available technologies.

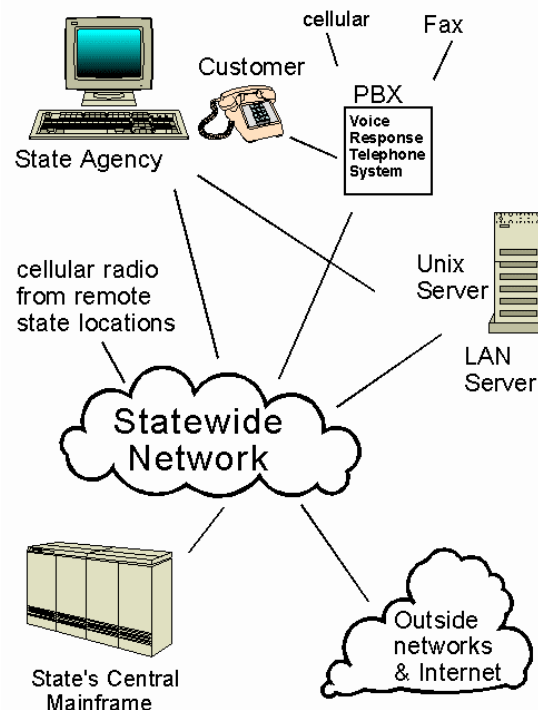
Directions

1. Implement an information policy which:
 - recognizes the importance of information to the State,
 - promotes and encourages effective management of information resources; and
 - provides a framework of guidelines for acquisition, classification, standardization, inventory, dissemination, and utilization of information.
2. Promote customer awareness of their responsibilities for security and the consequences that result from misuse of automated information and computer hardware and software (Code of Ethics).
3. Assist agencies in the development of a Business Resumption Plan (BRP). The BRP will encompass all critical business functions along with information processing activities for recovery to include restoration of computer operations.
4. Expand and enhance the data dictionary function to include:
 - documentation of all information-related resources,
 - serve as the statewide repository for data resources which span agency boundaries.

5. Provide tools for information dissemination which provide an effective means for State agencies to make frequently referenced materials, (i.e. policy and procedure manuals, regulations, etc.) available to State employees and the general public.
6. Develop a systematic approach toward the maintenance and replacement of applications critical to State government when they become outdated.
7. Strive to enhance the quality and consistency of data to facilitate data sharing and reusability.
8. Use information systems management methodologies and techniques for application development.

Client/Server Environment

- **Definition:** The client/server environment incorporates several technologies, such as an intelligent workstation, network, and server platform as well as a variety of software that must work together. The goal of the client/server environment is to make information available to the user in a user friendly, graphical way. The user does not have to understand the underlying technology that enables the delivery of information to the workstation. A classic client/server architecture model is one where an application runs on the workstation and interfaces through a network, to a server where the data is stored and back-end processing takes place.
- **Direction:** Client/server is one way to provide a solution to a business's information access problem. A combination of factors must be analyzed before deciding on the type of environment to be implemented. Depending on where the information is needed, the size of the information store, disaster recovery, security issues, and many other issues, the solution must consider both current and potential needs. The State's Architecture supports multiple solutions for solving business problems and encourages information systems professionals to choose solutions where data access is provided in a consistent way among the various servers that deliver information. Statewide information asset issues are recognized in all information and business analysis. In the client/server arena, data access and technological decisions must be based on a range of information sharing needs.



Electronic Data Interchange (EDI)

- **Definition:** EDI is a standard for the electronic exchange of business documents that was developed by the Data Interchange Standards Association (DISA).
- **Direction:** Tennessee encourages the use of electronic data exchange, including electronic funds transfer and electronic benefits transfer. EDI can increase timeliness of information to be exchanged, improve accuracy since the information moves through fewer processes, and save personnel time. Electronic Funds Transfer is currently being used by the Department of Treasury. The Department of Human Services is planning to participate in a food stamps Electronic Benefits Transfer pilot program.

Electronic Mail

- **Definition:** Electronic mail is the transmission of documents, notes and messages across a network. It is also called e-mail. It enables the user to compose messages or notes and send the documents in seconds to one or more recipients within the network.
- **Direction:** The State encourages the use of electronic mail to facilitate communications throughout government and its constituency.

GIS

- **Definition:** Geographic Information Systems (GIS) combines the use of geographic information with descriptive information to enable spatial presentation and analysis. Agencies responsible for managing and analyzing resources such as land, buildings, highways, and natural resources, as well as demographic data used in law enforcement, emergency management, and human resources may need to relate the location of features to the characteristics of those features.
- **Direction:** The State advocates and encourages the exchange, sharing, and development of geographical information among federal, state, and local entities.

Data Warehousing

- **Definition:** A data warehouse is a set of read-only databases designed to enhance the activities of querying, reporting and analysis. Data warehousing includes all activities regarding the creation, population and maintenance of those databases. The key to a successful data warehouse is clean, consistent and accurate data, which can be easily located and manipulated by agency personnel.
- **Direction:** The State advocates and encourages the use of a centrally located and administered State data warehouse along with departmentally administered data marts (extracts from the data warehouse, usually summarized).

Internet

- **Definition:** The Internet is a large system of linked computer networks, worldwide in scope, that facilitates communication across a wide array of businesses and organizations, including government and education. For example, services such as remote log-in, file transfer, electronic mail and newsgroups may be found. The Internet makes available a means of connecting existing computer networks that greatly extends the reach of each participating system. By way of the Internet, the World Wide Web provides for hypertext linking of multimedia documents, making the relationship of information that is common between documents easily accessible and completely independent of physical location.
- **Direction:** The State views the Internet as a resource in electronic communications. It is anticipated that the State's use of the Internet technologies will continue to increase as business solutions are developed using this media.

Methodology

- **Definition:** A methodology is a systematic or orderly way of approaching business analysis, information systems and information technology.
- **Direction:** Analysis of and the potential for re-engineering business processes is an important ingredient in a systems development methodology. We recognize the need to have methodologies to guide development. In the Standards, Procedures and Guidelines, methodologies and practices are presented in detail. Policy 4.00 - Information Systems Design and Programming and Policy 5.00 - Information System Management and Application Development address the role of a methodology.

Imaging

- **Definition:** Imaging is the electronic capture, storage, management, communication and retrieval of documents that have been converted from paper to digitized form. Imaging technology allows these images to be displayed, annotated and distributed throughout the organization, and to be stored and retrieved from a variety of image storage media. The business benefits of imaging systems include concurrent access by multiple users and improved accuracy. Imaging systems can be categorized as imaging-enable traditional applications or multi-user integrated systems. Some points to consider include:
 1. Imaging technology introduces an efficient but very different method of retrieving and using information by changing workflows and processes.
 2. The conversion of paper back-files can be costly and their indexing must be done with great accuracy to avoid data loss.
 3. The life of optical media, projected at 10-30 years, is much less than paper or microfilm.
 4. Media inaccessibility due to hardware/software changes is a bigger constraint than media life.
 5. There must be realistic expectations regarding the project results.
- **Direction:** The State has developed an imaging strategy and established the State's Imaging Architecture. The architecture provides scalable solutions from a small desktop imaging application to a large volume server base application integrated into an existing transaction system.

Hardware/Software Products Standards

Category	Sub-Category	Servers				Desktop
		OS/390	Solaris	NetWare	Windows	
Software	Application/ Database Server Operating System	OS/390	Solaris	NetWare	Windows XP Professional Windows NT Server Windows 2000 Server	Windows XP Professional Windows 2000 Windows 95 Windows NT Workstation
Software	Application Server		Oracle 9i Application Server		Oracle 9i Application Server	
Software	WEB Server		Netscape Oracle HTTP Server		Internet Information Server	
Software	LAN Diagnosis					Network Associates Sniffer Suite
Software	File and Print Services			NetWare		
Software	Firewall		Firewall-1 PIX			
Software & Hardware	Virtual Private Networks				Microsoft VPN	Microsoft VPN
Software	Postal Verification Certification	Finalist	Finalist (Cross Check)		Finalist (Cross Check)	
Software	Data Warehousing, Extraction, Cleansing, Transformation	Cobol IMS CDC				
Software	Data Warehousing/ Relational on-line Analytical Processing (ROLAP)				MicroStrategy Intelligence Server MicroStrategy Web Narrowcast Server	MicroStrategy Architect MicroStrategy Agent MicroStrategy Administrator
Software	Repository		Oracle Designer Repository		Oracle Designer Repository	Oracle Designer Repository
Software	Certificate Authority/Public Key Infrastructure		Entrust		Entrust	Entrust
Software	Directory Services			NDS Directory		

Category	Sub-Category	Servers				Desktop
		OS/390	Solaris	NetWare	Windows	
Software	Data Modeling Tools					PowerDesigner DataArchitect PowerDesigner WarehouseArchitect ERwin
Software	Listserv		L-Soft		L-Soft	
Software	Electronic Mail	DISOSS Office Vision		GroupWise		GroupWise
Software	System/Data Security	RACF security	UNIX Operating System Security	NetWare Operating System Security	Windows Operating Systems Security	Screen Saver Power-On Password Windows Log-on
Software	Batch Reporting Languages	Easytrieve Plus SAS QMF	SQR			
Software	CBT (Computer Based Training)	Phoenix		Phoenix		Phoenix
Software	Change Management	Librarian (Change Control Facility)	PVCS Suite	PVCS Suite	PVCS Suite Microsoft Visual SourceSafe	PVCS Suite Microsoft Visual SourceSafe
Software	Communications Protocol	TCP/IP SNA/SDLC	TCP/IP Dial-up Asynchronous PPP	NetWare IPX/SPX Dial-up Asynchronous TCP/IP PPP	TCP/IP	Dial-up Asynchronous PPP
Software	DBMS	DB2 IMS/DB	INFORMIX Oracle	Oracle	Oracle SQL Server	DBase Oracle FoxPro Access
Software	Desktop Publishing					Pagemaker

Category	Sub-Category	Servers				Desktop
		OS/390	Solaris	NetWare	Windows	
Software	Browser-based Application Development Languages/Tools		Oracle Internet Developer Suite (iDS) *JDeveloper and Business Components for Java *Forms Developer *Designer *Reports Developer *Discoverer		Oracle Internet Developer Suite (iDS) * JDeveloper and Business Components for Java *Forms Developer *Designer *Reports Developer *Discoverer Microsoft Visual Studio	Visual Basic Oracle Internet Developer Suite (iDS) * JDeveloper and Business Components for Java * Forms Developer * Designer * Reports Developer * Discoverer Microsoft Visual Studio
Software	Non-browser-based Application Development Languages/Tools	COBOL MVS TELON	Oracle Internet Developer Suite (iDS) *Forms Developer *Designer *Reports Developer *Discoverer		Oracle Internet Developer Suite (iDS) *Forms Developer *Designer *Reports Developer *Discoverer Microsoft Visual Studio	Visual Basic Access FoxPro PowerBuilder Oracle Internet Developer Suite (iDS) * Forms Developer * Designer * Reports Developer * Discoverer Microsoft Visual Studio
Software	Graphical User Interface		Jacada		Jacada	Jacada
Software	GIS		ArcInfo ArcView		ArcInfo ArcView	ArcInfo ArcView
Software	File Transfer	MVS/Expedite XCOM/SNA XCOM/IP TSO FTP Connect: Direct	RJE FTP	NetWare SAA	FTP	XCOM WS-FTP LE PC3270 Attachmate Extra! Attachmate KEA PathWay FM (FTP)

Category	Sub-Category	Servers				Desktop
		OS/390	Solaris	NetWare	Windows	
Software	Host (Mainframe) Communications	ACF/VTAM (telecommunications access) ACF/NCP (Network Control Program)	3270 RJE	NetWare SAA (3270)	Host on Demand (HOD)	IBM Personal Communications/ 3270 Procomm Plus (includes host communications & PC to PC, etc.) NSA, (RJE) Host on Demand (HOD)
Software	Middleware	EDA			STARSQL DB2 Connect	STARSQL DB2 Connect
Software	Output Management	ViewDirect (formerly INFOPAC) Microfiche AFP (Advanced Function Printing)			DocumentDirect for the Internet	Monarch
Software	Spreadsheets					Excel Lotus 1-2-3
Software	TP Monitors	ROSCOE CICS IMS/DC TSO				
Software	Word Processing					Microsoft Word Word Perfect
Software	Imaging, Work Flow, Document Mgmt.		FileNet Panagon		FileNet Panagon	
Software	Automated Data Capture(OCR/ICR)			Cardiff	Cardiff	Cardiff
Software	Software Distribution					ZENworks
Software	System Management	NetView	OpenView Optivity	ZENworks Insite Manager	Insite Manager	ZENworks
Software	Virus Protection			Norton Anti-virus	Norton Anti-virus	Norton Anti-Virus
Software	Browser					Netscape Internet Explorer

Category	Sub-Category	Servers				Desktop
		OS/390	Solaris	NetWare	Windows	
Software	Ad-hoc Query/ Reporting	QMF	SQR			Hummingbird BI/Query version 5.2 or greater Oracle Internet Developer Suite (iDS) Reports Developer Oracle Internet Developer Suite (iDS) Discoverer Crystal Reports
Software	Backup/ Retrieval	FDR HSM		ArcServe	ArcServe	
Hardware	Network	IBM 3745/SNA/Token Ring IBM 2216 OSA (Ethernet Adaptor	Ethernet adapter	Ethernet adapter Token Ring adapter	Ethernet adapter Token Ring Adapter	SDLC/ DFT Token Ring adapter Ethernet adapter
Hardware	Processor	IBM (OS/390) compatible	Solaris compatible	Intel	Intel	Intel
Methodology	Project Methodology	State of Tennessee IT Methodology	State of Tennessee IT Methodology	State of Tennessee IT Methodology	State of Tennessee IT Methodology	State of Tennessee IT Methodology
Software	Project Management			Microsoft Project ABT Project Workbench	Microsoft Project ABT Project Workbench	Microsoft Project ABT Project Workbench
Software	Problem Management (Help Desk)		Remedy Action Request System			Remedy Action Request System - User

Communications Standards

Category	Sub-Category	Standard
Hardware	Cellular Telephone Cellular Radio	Meets Industry standards that includes FCC requirements 10 number speed dial Roaming feature Home station service Three models: mobile units, transportable units, portable or hand-held units
Hardware	Pagers	Must meet industry standards Three categories are: (1) pagers that vibrate, (2) pagers with digital display, & (3) tone/voice message capability
Hardware	PBX	Digital One platform that can grow from 100 to 5,000+ users ISDN compatible Statewide services coverage Automatic call distributor capability Least cost routing Call Accounting Software (SMDR) Compatible with the State network - tandem switching capability Multiple button sets Capable of switching data
Hardware	Key Telephone System	Key systems are mostly for small offices Ability to handle 1 to 60 users Intercom capability Speed Dialing Compatible with ESSX Speaker phone capability DSS - Direct Station Selection Console
Hardware	Network	Data phone II diagnostic controller and modems/3274 controller compatible Token Ring Adapter/Ethernet Adapter
Software and Hardware	VMS Voice Messaging System	Memory Call and Call Express Premise-based hardware & software
Service	Communications Networks	Internet, AAMVANET, ADVANTIS

ITPRO.02 TECHNICAL REQUIREMENTS

Note that the following reflects the current technical requirements and is subject to change:

Minimum System Recommendations

ITPRO.02 can be accessed from any desktop system with a web browser and Internet access. The minimum system recommendations are provided to help the ITPRO.02 user derive the maximum benefits of the application functions.

Web Browser

Netscape 4.6 or greater
Microsoft Internet Explorer 5.5 or greater

Java/JavaScript

Java and JavaScript must be enabled for the browser. This is generally located under options or preferences on the browser's menu bar.

Netscape – From the menu bar choose Options, Network Preferences; choose the Languages tab in the Preferences window; be sure Enable Java and Enable JavaScript are checked.

Internet Explorer – From the menu bar choose Tools, Internet Options; choose the Advanced tab; scroll down to Microsoft VM; be sure JIT compiler for virtual machine enabled is checked.

Monitor Resolution

800 x 600

A lower resolution will work. The recommended resolution should eliminate the horizontal scroll bars.

Word Processing Software

Any State-standard word processing software that can read .doc files should work. Word or Wordpad is recommended. This is the software that will be used to view resumes and references.

Internet Email Address

An Internet email address is necessary for sending and receiving notifications created by the application.

AMENDMENTS/CLARIFICATIONS/QUESTIONS

Documents to be added following this page, as required throughout the process.